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Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

Attorney for Plaintiff JOSE ALARCON, as an individual and on behalf of all similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

JOSE ALARCON,

Plaintiff,

v.

AKASH MANAGEMENT LLC; BURGER
BUDDIES LLC; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2024-01378974-CU-OE-CXC

COMPLAINT FOR CIVIL PENALTIES

1. Violation of the Private Attorneys General Act, Labor Code 2698 et. seq. for Failure to Pay All Wages, including Regular and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code 2698 et. seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Payroll Records;
5. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Reimburse for Necessary Business Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment.

Plaintiff JOSE ALARCON (“Plaintiff”) complains and alleges as follows:

INTRODUCTION

1. This is a representative action brought pursuant to the Private Attorneys General Act, Labor Code section 2698, et seq. (“PAGA”) on behalf of Plaintiff and all similarly-aggrieved employees who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by Defendants Akash Management LLC and Burger Buddies LLC (“Defendants”).

2. The term “PAGA PERIOD” is defined as one (1) year and sixty-five (65) days prior to the filing of this complaint. Plaintiff reserves the right to amend this complaint to reflect a different “PAGA PERIOD” as further discovery is conducted.

3. “AGGRIEVED EMPLOYEES” is defined as non-exempt hourly-paid employees throughout California employed by Defendants during the PAGA Period.

4. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief against Defendants for violations of numerous Labor Code provisions, including, but not limited to, sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198 and 2802 for: (1) failure to pay all regular and overtime wages due, (2) failure to provide meal periods or premium compensation in lieu thereof, (3) failure to provide rest periods or premium compensation in lieu thereof, (4) failure to provide accurate itemized wage statements and maintain accurate payroll records, (5) failure to reimburse for necessary business expenditures, and (6) failure to pay all wages due upon termination of employment.

5. At all times relevant herein Defendants have consistently maintained and enforced the following unlawful policies and practices against Plaintiff:

- a. Willfully refusing to pay for all hours worked, including both regular and overtime wages;
- b. Willfully refusing to permit off-duty meal periods or provide premium compensation in lieu thereof;
- c. Willfully refusing to permit rest periods or provide premium compensation in lieu thereof;

- 1 d. Willfully refusing to furnish accurate itemized wage statements and failing to
2 maintain accurate payroll records;
3 e. Willfully refusing to reimburse for necessary business expenditures; and
4 f. Willfully refusing to pay all wages due upon separation of employment.

5 **JURISDICTION AND VENUE**

6 6. This Court has subject matter jurisdiction over the causes of action alleged in this
7 complaint as a Court of general subject matter jurisdiction and is not otherwise excluded from
8 exercising subject matter jurisdiction over said causes of action. The penalties recoverable for
9 Plaintiff individually do not exceed seventy-five thousand dollars (\$75,000.00), and collectively
10 amongst all Aggrieved Employees do not exceed five million dollars (\$5,000,000.00).

11 7. Defendant, Akash Management LLC is a Delaware limited liability company
12 conducting business in the State of California, and a substantial portion of the acts, omissions,
13 events and transactions constituting causes of action alleged herein occurred within the State of
14 California, and more specifically, in the County of Orange. Defendant, Burger Buddies LLC is a
15 California limited liability company conducting business in the State of California, and a
16 substantial portion of the acts, omissions, events and transactions constituting causes of action
17 alleged herein occurred within the State of California, and more specifically, in the County of
18 Orange. There is no federal question at issue, as the issues herein are based solely on California
19 statutes and law, including the Labor Code, Industrial Welfare Commission (“IWC”) Wage
20 Orders, Code of Civil Procedure, Business and Professions Code, and Rules of Court. By doing
21 business in the state of California, Defendants have purposefully availed themselves of the state’s
22 jurisdiction. Accordingly, as personal jurisdiction over Defendants would be constitutional,
23 California’s long-arm statute provides that California courts may exercise personal jurisdiction
24 over Defendants. (Code Civ. Proc., § 410.10).

25 8. Venue is proper in the County of Orange because Defendants transact substantial
26 business in this County, and the acts or omissions giving rise to the causes of action in this
27 complaint occurred in this County.

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PARTIES

Plaintiff

9. Plaintiff Jose Alarcon was employed by Defendants as a cashier from in or around December of 2022 until on or about May 1, 2023, at Defendant's Tustin location. Throughout the PAGA Period, Plaintiff was employed by Defendants in a non-exempt, hourly position. Plaintiff and Aggrieved Employees consist of identifiable, current, and/or formerly similarly situated persons who worked for Defendants as hourly-paid non-exempt employees during the PAGA Period.

Defendants

10. Plaintiff is informed and believes and based thereon alleges, that Defendant Akash Management LLC owns and operates a fast-food restaurant in Tustin, California, and was the employer of Plaintiff and Aggrieved Employees during the PAGA Period. Plaintiff is informed and believes and based thereon alleges, that Burger Buddies LLC owns and operates a fast-food restaurant in Tustin, California, and was the employer of Plaintiff and Aggrieved Employees during the PAGA Period.

11. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief, alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when that information is ascertained.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

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1 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
2 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
3 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
4 below was acting, at least in part, within the course and scope of that authority as such agent,
5 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
6 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
7 are legally attributable to the other Defendants.

8 **PAGA ADMINISTRATIVE PREREQUISITE**

9 14. Plaintiff brings this case as a representative action seeking penalties for the State
10 of California in representative capacity, as provided for under PAGA, Labor Code section 2698
11 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant
12 and did not receive all regular and overtime wages due, was not provided compliant meal or rest
13 periods or premium compensation in lieu thereof, was not provided accurate itemized wage
14 statements, was not reimbursed for necessary business expenditures, and did not receive all wages
15 owed upon termination of employment.

16 15. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
17 cause of action under the Private Attorneys General Act (“PAGA”) only after giving notice to the
18 Labor and Workforce Development Agency (“LWDA”) and the employer of the alleged Labor
19 Code violations, and after receiving notice from the LWDA of its intention not to investigate, or
20 after sixty-five (65) days have passed without notice from the LWDA.

21 16. Prior to filing this complaint, Plaintiff Jose Alarcon gave written notice on
22 December 7, 2023, by electronic filing to the LWDA and by certified mail to Defendants, of the
23 specific provisions alleged to have been violated by Defendants, including the facts and theories
24 to support the alleged violations as required by Labor Code section 2699.3. Plaintiff was given
25 an LWDA case number of LWDA-CM-998492-23. Attached herein as **Exhibit A** is a true and
26 correct copy of Plaintiff’s original notice provided to the LWDA on December 7, 2023.

27 17. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(c), “[n]otwithstanding
28 any other provision, a plaintiff may as a matter of right amend an existing complaint to add a

1 cause of action arising under this part at any time within sixty (60) days of the time periods
2 specified in this part.” Accordingly, Plaintiff intends to amend this complaint upon the expiration
3 of the sixty-five (65) day period for the LWDA to provide notice of its intent to investigate
4 Plaintiff’s claims.

5 **FACTUAL ALLEGATIONS:**

6 18. Plaintiff and Aggrieved Employees are, and at all times during the PAGA Period
7 were, and always have been non-exempt employees within the meaning of the California Labor
8 Code, and California Wage Order No. 5–2001 of the Industrial Welfare Commission. Defendants
9 are, and at all times relevant herein, have been an “employer” within the meaning of state law and
10 California Wage Order No. 5–2001 of the Industrial Welfare Commission.

11 19. Defendants own and operate a fast-food restaurant in Tustin, California. During
12 all, or a portion of the PAGA Period, Plaintiff and Aggrieved Employees were employed by
13 Defendants in the State of California.

14 20. During the PAGA Period, Defendants were required to pay Plaintiff and
15 Aggrieved Employees overtime compensation for any and all hours in excess of eight (8) hours
16 in a workday or forty (40) hours in a workweek, and double time wages for any and all hours
17 worked in excess of twelve (12) hours in a workday.

18 21. Defendants failed to compensate Plaintiff and Aggrieved Employees at the legally
19 mandated wage rates for all hours worked in violation of California law.

20 22. Defendants required Plaintiff and Aggrieved Employees to don their work
21 uniforms prior to clocking in for their shift and doff their work uniforms after clocking out for
22 their shift. Thus, Defendants failed to compensate Plaintiff and Aggrieved Employees for the time
23 spent donning and doffing their work uniforms.

24 23. Additionally, Defendants required Plaintiff and Aggrieved Employees to work
25 during their meal periods or forego them altogether, yet still deducted thirty (30) minutes of pay
26 thereby failing to compensate Plaintiff and aggrieved employees for all hours worked.

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1 24. Defendants' failure to pay Plaintiff and Aggrieved Employees for all hours worked,
2 including applicable overtime rates, as detailed above, is actionable under PAGA as a violation
3 of Labor Code sections 510 and 1194.

4 25. During the PAGA Period, Defendants were required to permit Plaintiff and
5 Aggrieved Employees to take one (1) uninterrupted thirty (30) minute meal period prior to the
6 sixth (6th) hour of work. A second meal period of not less than thirty (30) minutes is required if
7 an employee works more than ten (10) hours in a workday. Defendants were also required to
8 permit Plaintiff and Aggrieved Employees to take one (1) ten (10) minute rest period for every
9 four (4) hours or major fraction thereof worked.

10 26. Due to the work requirements and demands of the Defendants, Plaintiff and
11 Aggrieved Employees were unable to take timely meal periods and the rest periods to which they
12 were entitled. Defendants failed to implement meal and rest break policies and prioritized work
13 responsibilities over providing requisite meal and rest breaks to Plaintiff and Aggrieved
14 Employees.

15 27. Plaintiff and Aggrieved Employees were instructed by Defendants as to when to
16 take their meal periods and were often asked to help out during their meal and rest breaks by
17 Defendant.

18 28. Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner
19 so as to ensure proper provision of meal and rest periods. Plaintiff and Aggrieved Employees'
20 meal and rest periods were often interrupted or cut short by work duties and at times Plaintiff and
21 Aggrieved Employees were required to forego meal and rest periods altogether.

22 29. When Plaintiff and Aggrieved Employees were prevented from taking compliant
23 meal and rest periods, Defendants failed to compensate Plaintiff and Aggrieved Employees with
24 one (1) hour of pay at their regular rate of pay as required by law.

25 30. As a result, Plaintiff and Aggrieved Employees were forced to forego a rest period
26 multiple times each workweek. Plaintiff and Aggrieved Employees were not compensated with
27 one (1) hour of pay at their regular rate of pay for each workday that a rest period was not provided
28 as required by law.

1 31. As a result of Defendants' policies and practices of failing to provide Plaintiff and
2 Aggrieved Employees with meal or rest breaks, or premium pay in lieu thereof, Defendant
3 violated Labor Code sections 226.7, 512, 1194, 1197, and the applicable IWC Wage Order, and
4 is subject to penalties under PAGA.

5 32. During the PAGA Period, Defendants were required to provide Plaintiff and
6 Aggrieved Employees with complete and accurate wage statements.

7 33. As discussed above, Plaintiff and Aggrieved Employees were not paid for all hours
8 worked nor were they compensated premium pay for all meal and rest period violations.

9 34. Accordingly, Plaintiff and Aggrieved Employees were provided inaccurate wage
10 statements as they omitted the aforementioned hours of work and rates of pay. Therefore,
11 Defendants furnished Plaintiff and Aggrieved Employees wage statements with an inaccurate
12 number of hours worked, inaccurate gross and net wages, and inaccurate corresponding number
13 of hours worked at each hourly rate.

14 35. Defendants' conduct is not compliant with Labor Code sections 226 and 1174 and
15 is therefore actionable under PAGA.

16 36. During the PAGA Period, Defendants were required to reimburse Plaintiff and
17 Aggrieved Employees for any and all necessary business expenditures.

18 37. Defendants required Plaintiff and Aggrieved Employees to wear work uniforms
19 bearing Defendants' name and logo. Defendants also required Plaintiff and Aggrieved Employees
20 to maintain and wash their work uniforms on their own time and at their own expense.

21 38. Defendants failed or refused to reimburse Plaintiff and Aggrieved Employees for
22 the cost of uniform maintenance which is violative of Labor Code section 2802 and is therefore
23 subject to penalties under PAGA.

24 39. At the time of Plaintiff and Aggrieved Employees' separation from employment,
25 Defendants were required to compensate Plaintiff and Aggrieved Employees for all wages earned
26 and owed, including meal and rest period premiums

27 40. Defendants failed to compensate Plaintiff and Aggrieved Employees for all wages
28 owed at the time their employment ended as Plaintiff and Aggrieved Employees were not

1 compensated for all hours worked, nor at the proper overtime and/or double time rates for
2 applicable hours and they were owed as much at the time their employment ended. Plaintiff and
3 Aggrieved Employees were also owed compensation in the form of premium pay for the times
4 they did not receive compliant meal and rest periods as well as reimbursements for necessary
5 business expenditures. Plaintiff and Aggrieved Employees are owed regular wages, overtime
6 wages, double time wages, premium payments, reimbursements, and waiting time penalties.

7 41. Defendants' failure to pay Plaintiff and Aggrieved Employees timely upon
8 termination of their employment is in violation of Labor Code sections 201–203 and is subject to
9 penalties under PAGA.

10 42. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
11 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
12 as a representative of the general public to enforce California's labor laws, and the penalty
13 provisions identified in Labor Code section 2699.5.

14 **FIRST CAUSE OF ACTION**

15 **VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES**

16 **(Labor Code §§ 204, 510, 1194 and 1197)**

17 **(Plaintiff Against All Defendants)**

18 43. Plaintiff realleges and incorporates by reference all preceding paragraphs as
19 though fully set forth herein.

20 44. Pursuant to Labor Code section 204, subdivision (a), "[a]ll wages ... earned by
21 any person in any employment are due and payable twice during each calendar month."

22 45. Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving
23 less than the legal minimum wage or the legal overtime compensation applicable to the employee
24 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
25 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
26 suit."

27 46. Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of
28 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be

1 compensated at the rate of no less than one and one-half times the regular rate of pay for an
2 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
3 than twice the regular rate of pay for an employee."

4 47. Defendants scheduled Plaintiff and Aggrieved Employees to regularly work more
5 than eight (8) hours in a workday and over forty (40) hours each workweek. However, Plaintiff
6 and Aggrieved Employees were not compensated for all hours worked because of Defendants'
7 practice of requiring Plaintiff and Aggrieved to don and doff their required work uniforms off the
8 clock and work during meal periods for which they were not compensated.

9 48. Further, when Plaintiff and Aggrieved Employees did not receive compliant meal
10 and/or rest periods, Defendants failed to compensate them with premium pay as required by law.

11 49. Thus, Defendants failed to compensate Plaintiff and Aggrieved Employees for all
12 hours worked in violation of Labor Code sections 510 and 1194, and is subject to penalties under
13 PAGA.

14 50. By virtue of Defendants' failure to pay Plaintiff and Aggrieved Employees all
15 wages due, Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing
16 violations incurring civil penalties, the amount of which are presently unknown, but will be
17 ascertained according to proof at trial.

18 51. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
19 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have
20 provided no cure notice, and have not taken any steps of corrective action to remedy the
21 allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3,
22 Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,
23 seeks penalties for violations of Labor Code section 226.7. Plaintiff, individually and on behalf
24 of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor
25 Code section 226.7 during the PAGA Period, in an amount according to proof, that would
26 otherwise only be collected through public agency enforcement actions by the Labor Commission,
27 the LWDA and/or the DLSE.

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52. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all Aggrieved Employees.

53. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

SECOND CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
PREMIUM COMPENSATION IN LIEU THEREOF**

(Labor Code §§ 226.7 and 512)

(Plaintiff Against All Defendants)

54. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

55. Labor Code sections 226.7 and 512 and Industrial Welfare Commission (IWC) Wage Order No. 5-2001, section 11, provide that no employer shall employ any person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes.

56. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

57. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more than five (5) hours in a workday.

58. Plaintiff alleges that Defendants failed or refused to provide legally compliant meal periods by failing to relieve Plaintiff and Aggrieved Employees from all work duties to

1 allow for timely and uninterrupted meal periods. Defendants’ intentional conduct denied Plaintiff
2 and Aggrieved Employees their lawfully required meal periods. Moreover, Defendants did not
3 compensate Plaintiffs and Aggrieved Employees for their missed meal periods with one (1) hour
4 of regular pay as required by law.

5 59. IWC Wage Order No. 5–2001 section 11(A), provides that if an employee is not
6 relieved of all duties during a thirty (30) minute meal period, the meal period is considered “on
7 duty” and counts as time worked. “On duty” meal periods are only permitted when the nature of
8 the work prevents an employee from being relieved of all duties, in which case a written
9 agreement between the employer and employee for an on duty paid meal period is required.

10 60. Here, neither of those requirements are met. The nature of Plaintiff’s and
11 Aggrieved Employees’ work duties did not prevent them from being relieved in order to take
12 timely and uninterrupted meal breaks. Plaintiff’s and Aggrieved Employees’ job duties could be
13 paused for thirty (30) minutes or could be performed by another employee during their meal
14 breaks, and Defendants failed to implement a work schedule that would allow Plaintiff and
15 Aggrieved Employees to take their meal periods, and prioritized work tasks over meal period
16 compliance. Plaintiff and Aggrieved Employees never agreed to waive their meal periods, nor
17 were they asked by Defendant to sign a waiver.

18 61. Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner
19 as to ensure provision of proper meal periods and instructed them to take their first meal period
20 before their sixth (6th) hour of work had commenced, but were required to continue working and
21 actually take a meal period later, well after their sixth (6th) hour of work, and sometimes not at
22 all. Additionally, when meal periods were provided, they were often less than thirty (30) minutes
23 and Plaintiff and Aggrieved Employees were not permitted to leave the work premises.

24 62. Defendants denied Plaintiff and Aggrieved Employees uninterrupted duty-free
25 meal periods resulting in Plaintiff and Aggrieved Employees being forced to work during meal
26 periods or forego them altogether. Further, Defendants failed to provide premium compensation
27 to Plaintiff and Aggrieved Employees in lieu of their meal periods. As such, Defendants
28 intentionally and improperly denied meal periods to Plaintiff and Aggrieved Employees in

violation of Labor Code sections 226.7 and 512 and IWC Wage Order No. 5–2001, and is subject to penalties under PAGA.

63. By virtue of Defendants’ violation of the provisions of Labor Code sections 226.7 and 512, Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations incurring civil penalties, the amount of which are presently unknown, but will be ascertained according to proof at trial.

64. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the first initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

65. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have provided no cure notice, and have not taken any steps of corrective action to remedy the allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor Code section 226.7. Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor Code section 226.7 during the PAGA Period, in an amount according to proof, that would otherwise only be collected through public agency enforcement actions by the Labor Commission, the LWDA and/or the DLSE.

66. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all Aggrieved Employees.

67. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
PREMIUM COMPENSATION IN LIEU THEREOF**

(Labor Code § 226.7)

(Plaintiff Against All Defendants)

68. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

69. Labor Code section 226.7 and IWC Wage Order No. 5–2001, section 12, require that employers permit all employees to take a ten (10) minute rest period for every four (4) hours worked, or major fraction thereof. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that at a required rest period is not provided.

70. Plaintiff alleges that Defendants failed or refused to provide legally compliant rest periods by failing to relieve Plaintiff and Aggrieved Employees from all work duties thereby preventing employees from taking the requisite rest periods. In fact, Defendant had a policy of restricting Plaintiff and Aggrieved Employees from taking rest periods when it was busy. As a result, Defendants' intentional conduct denied Plaintiff and Aggrieved Employees lawfully required rest periods resulting in Plaintiff and Aggrieved Employees being forced to forego a rest period multiple times each workweek. Moreover, Defendants did not compensate Plaintiff and Aggrieved Employees for their missed rest periods with one (1) hour of regular pay as required by law.

71. During the PAGA Period Plaintiff and Aggrieved Employees worked more than four (4) hours in a workday and Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner as to ensure that they could take proper rest periods as required by law.

72. Defendants therefore denied Plaintiff and Aggrieved Employees rest periods resulting in Plaintiff and Aggrieved Employees being forced to work during rest periods or forego

1 them altogether. Further, Defendants failed to provide premium compensation to Plaintiff and
2 Aggrieved Employees in lieu of their rest periods. As such, Defendants intentionally and
3 improperly denied rest periods to Plaintiff and Aggrieved Employees in violation of Labor Code
4 section 226.7 and IWC Wage Order No. 5–2001, and is subject to penalties under PAGA.

5 73. By virtue of Defendants’ violation of the provisions of Labor Code section 226.7,
6 Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations
7 incurring civil penalties, the amount of which are presently unknown, but will be ascertained
8 according to proof at trial.

9 74. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved
10 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
11 initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

12 75. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
13 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have
14 provided no cure notice, and have not taken any steps of corrective action to remedy the
15 allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3,
16 Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,
17 seeks penalties for violations of Labor Code section 226.7. Plaintiff, individually and on behalf
18 of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor
19 Code section 226.7 during the PAGA Period, in an amount according to proof, that would
20 otherwise only be collected through public agency enforcement actions by the Labor Commission,
21 the LWDA and/or the DLSE.

22 76. Plaintiff, as a personal representative of the general public, will and does seek to
23 recover any and all penalties for each and every violation shown to exist or to have occurred
24 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
25 only available to public agency enforcement actions. Funds recovered will be distributed in
26 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
27 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
28 Aggrieved Employees.

1 77. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
2 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

3 **FOURTH CAUSE OF ACTION**
4 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE**
5 **STATEMENTS**

6 **(Labor Code §§ 226 and 1174)**

7 **(Plaintiff Against All Defendants)**

8 78. Plaintiff realleges and incorporates by reference all preceding paragraphs as
9 though fully set forth herein.

10 79. Labor Code section 1174 requires employers to keep accurate payroll records.
11 Labor Code section 226, subdivision (a), requires that "at the time of each payment of wages,"
12 employers furnish employees with "an accurate itemized statement" that includes, inter alia, gross
13 wages earned, total hours worked, net wages earned, the name of the legal entity that is the
14 employer, and all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate.

16 80. An employee is deemed to suffer injury if the employer fails to provide a wage
17 statement containing all of the required information set forth in Labor Code section 226,
18 subdivision (a). (Lab. Code § 226, subd. (e)(2)). Plaintiff alleges that Defendant knowingly and
19 intentionally failed to provide Plaintiffs and Aggrieved Employees wage statements in
20 compliance with Labor Code section 226, because said statements reflected an inaccurate total
21 number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate
22 corresponding number of hours worked at each hourly rate.

23 81. In particular, Defendants failed to include the appropriate hours, wages, and
24 remuneration for its failure to provide Plaintiff and Aggrieved Employees meal and rest periods
25 or premium compensation in lieu thereof, overtime compensation pursuant to the provisions of
26 Labor Code section 510, and for any hours and wages for work Plaintiffs and Aggrieved
27 Employees were not compensated for due to Defendants' practice of requiring Plaintiff and
28 Aggrieved Employees to don and doff their required work uniforms off the clock and work during

1 meal periods for which they were not compensated. To the extent that Plaintiff and Aggrieved
2 Employees worked more than eight (8) hours in a workday or forty (40) hours in a workweek,
3 they were entitled to overtime wages that were not included on their wage statements. Finally,
4 Defendants deducted thirty (30) minute meal periods each workday even though Plaintiff and
5 Aggrieved Employees were not relieved of all work duties during meal periods and were required
6 to perform work duties during meal periods.

7 82. Consequently, Plaintiff and Aggrieved Employees' wage statements reflected an
8 inaccurate total number of hours worked and inaccurate gross and net wages earned in violation
9 of Labor Code sections 226 and 1174, which is therefore subject to penalties under PAGA.

10 83. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred and fifty dollars
12 (\$250.00) per employee per violation in an initial citation and one thousand dollars (\$1,000.00)
13 per employee for each violation in a subsequent citation, for which the employer fails to provide
14 the employee a wage deduction statement or fails to keep the records required in subdivision (a)
15 of Section 226. The civil penalties provided for in this section are in addition to any other penalty
16 provided by law.

17 84. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
18 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have
19 provided no cure notice, and have not taken any steps of corrective action to remedy the
20 allegations set forth above. Accordingly, pursuant to Labor Code sections 2699.5 and 2699.3,
21 Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,
22 seeks penalties for violations of Labor Code sections 226 and 1174. Plaintiff, individually and
23 on behalf of the Aggrieved Employees and the State of California, seeks penalties for violations
24 of Labor Code sections 226 and 1174 during the PAGA Period, in an amount according to proof,
25 that would otherwise only be collected through public agency enforcement actions by the Labor
26 Commission, the LWDA and/or the DLSE.

27 85. Plaintiff, as a personal representative of the general public, will and does seek to
28 recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
2 only available to public agency enforcement actions. Funds recovered will be distributed in
3 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
4 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
5 Aggrieved Employees.

6 86. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
7 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE FOR NECESSARY**
10 **BUSINESS EXPENDITURES**

11 **(Labor Code § 2802)**

12 **(Plaintiff Against All Defendants)**

13 87. Plaintiff realleges and incorporates by reference all preceding paragraphs as
14 though fully set forth herein.

15 88. Labor Code section 2802, subdivision (a), provides that "[a]n employer shall
16 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
17 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
18 directions of the employer."

19 89. Defendants required Plaintiff and Aggrieved Employees to wear uniforms and
20 wash and maintain them on their own time and at their own expense. Defendants' failure to
21 reimburse Plaintiff and Aggrieved Employees for the aforementioned necessary business
22 expenditures is in violation of Labor Code section 2802, and is subject to penalties under PAGA.

23 90. By virtue of Defendants' violation of the provisions of Labor Code section 2802,
24 Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations
25 incurring civil penalties, the amount of which are presently unknown, but will be ascertained
26 according to proof at trial.

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1 91. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved
2 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
3 initial violation and two hundred dollars (\$200.00) per pay period for each subsequent violation.

4 92. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
5 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have
6 provided no cure notice, and have not taken any steps of corrective action to remedy the
7 allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3,
8 Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,
9 seeks penalties for violations of Labor Code section 226.7. Plaintiff, individually and on behalf
10 of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor
11 Code section 226.7 during the PAGA Period, in an amount according to proof, that would
12 otherwise only be collected through public agency enforcement actions by the Labor Commission,
13 the LWDA and/or the DLSE.

14 93. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
17 only available to public agency enforcement actions. Funds recovered will be distributed in
18 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
19 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
20 Aggrieved Employees.

21 94. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
22 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

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**VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES DUE UPON
SEPARATION OF EMPLOYMENT
(Labor Code §§ 201, 202 and 203)
(Plaintiff Against All Defendants)**

96. Labor Code section 201, subdivision (a), states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

98. At the time that Plaintiff's and any of the Aggrieved Employees' employment ended, they were entitled to timely compensation of regular and overtime wages for all hours worked, premium compensation for all missed meal and rest periods and reimbursement for work expenses described herein.

100. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

COMPLAINT FOR CIVIL PENALTIES

1 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
2 an action therefor is commenced; but the wages shall not continue for more than 30 days.” Labor
3 Code section 256 provides for civil penalties not exceeding 30 days’ pay at the employees’ same
4 rate of pay.

5 102. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
6 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendants have
7 provided no cure notice, and have not taken any steps of corrective action to remedy the
8 allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3,
9 Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California,
10 seeks penalties for violations of Labor Code section 226.7. Plaintiff, individually and on behalf
11 of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor
12 Code section 226.7 during the PAGA Period, in an amount according to proof, that would
13 otherwise only be collected through public agency enforcement actions by the Labor Commission,
14 the LWDA and/or the DLSE.

15 103. Plaintiff, as a personal representative of the general public, will and does seek to
16 recover any and all penalties for each and every violation shown to exist or to have occurred
17 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
18 only available to public agency enforcement actions. Funds recovered will be distributed in
19 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
20 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
21 Aggrieved Employees.

22 104. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
23 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

24 **PRAYER FOR RELIEF**

25 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgment as follows:

- 26 1. For civil penalties for each violation for Plaintiff and each
27 Aggrieved Employee as provided by law, including, but not limited to, those
28

1 civil penalties provided by statute and provided by PAGA, and for unpaid
2 wages;

3 2. For costs of suit and expenses incurred herein pursuant to Labor
4 Code section 2699, subdivision (g), and any other statutory basis or
5 pursuant to the California Rules of Court;

6 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
7 subdivision (g), and any other statutory basis; and

8 4. For all such other and further relief as the Court may deem just and
9 proper.

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11 Dated: February 13, 2024

MAHONEY LAW GROUP, APC

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14 Kevin Mahoney, Esq.
15 Attorneys for Plaintiff JOSE ALARCON
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EXHIBIT A



Laura Theriault, Esq.
562.590.5550 Phone
562.590.8400 Facsimile
ltheriault@mahoney-law.net

December 6, 2023

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL #7019 2280 0002 0214 4552

Return Receipt Requested

Akash Management LLC
716 Corporate Center Drive
Pomona, CA 91768

VIA CERTIFIED MAIL #7019 2280 0002 0214 4569

Return Receipt Requested

David Buffington – Agent for Service of Process
716 Corporate Center Drive
Pomona, CA 91768

VIA CERTIFIED MAIL #7019 2280 0002 0214 4576

Return Receipt Requested

Burger Buddies LLC
716 Corporate Center Drive
Pomona, CA 91768

VIA CERTIFIED MAIL #7019 2280 0002 0214 4583

Return Receipt Requested

David Buffington – Agent for Service of Process
716 Corporate Center Drive
Pomona, CA 91768

Re: Alarcon v. Akash Management, LLC and Burger Buddies LLC

NOTICE OF LABOR CODE VIOLATIONS
PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

To: Labor and Workforce Development Agency; Akash Management, LLC; Burger Buddies LLC

From: Jose Alarcon, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement:

Please note that this firm, Mahoney Law Group, APC, represents the interests of Jose Alarcon ("Mr. Alarcon"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other Aggrieved Employees.

Theories of Labor Code Violations and Remedies:

Akash Management, LLC and Burger Buddies LLC (collectively referred to herein as "Employer") are California corporations. Mr. Alarcon began working for Employer in or around December 2022 until on or about May 1, 2023.

Mr. Alarcon alleges that Employer violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Mr. Alarcon and aggrieved employees all wages owed, including overtime and double time wages,
- b) failing to provide Mr. Alarcon and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Mr. Alarcon and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Mr. Alarcon and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Mr. Alarcon and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Alarcon and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer failed to pay Mr. Alarcon and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

Employer failed to compensate Mr. Alarcon and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Employer required Mr. Alarcon and aggrieved employees to don and doff their mandatory work uniforms before and after clocking in and out for their shift each workday. Additionally, Defendant deducted thirty minutes of pay from Mr. Alarcon and aggrieved employees on workdays in which they were not authorized or permitted to take a meal period.

Accordingly, since Mr. Alarcon and aggrieved employees were not paid at all for the time they spent working, Employer failed to compensate them at the applicable wage rate. To the extent that Mr. Alarcon and aggrieved employees already worked eight-hour shifts, the unpaid hours of work are compensable at the applicable overtime wage rate.

Employer's failure to pay Mr. Alarcon and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Mr. Alarcon and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Mr. Alarcon and aggrieved employees were instructed by Employer as to when to take their meal period and were not permitted to do so unless and until instructed by Employer. Employer frequently instructed Mr. Alarcon and aggrieved employees to take their meal periods late, after their sixth hour of work had commenced. Additionally, Employer often interrupted Mr. Alarcon and aggrieved employees' meal periods by requiring they perform work duties during their meal break. At times, Employer required Mr. Alarcon and aggrieved employees to work through their meal periods yet still deducted thirty minutes pay even though no meal period was had. As such, Mr. Alarcon and aggrieved employees were unable to take compliant meal periods due to the workload and demands of Employer combined with understaffing. Employer failed to schedule Mr. Alarcon and aggrieved employees in such a manner so as to ensure they were able to take their requisite meal periods.

When Mr. Alarcon and aggrieved employees were not provided with compliant meal periods, there were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Alarcon and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, Mr. Alarcon and aggrieved employees were prohibited from taking compliant rest periods. Employer failed to staff the restaurant and schedule Mr. Alarcon and aggrieved employees in such a manner so as to ensure they were authorized and permitted to take rest periods. When Mr. Alarcon and aggrieved employees did attempt to take rest breaks, Employer interrupted and instructed Mr. Alarcon and aggrieved employees to continue working due to business volume. Mr. Alarcon and aggrieved employees were not compensated with one hour of pay at their regular rate of pay for each day that a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Mr. Alarcon and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Mr. Alarcon and aggrieved employees for all hours worked, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer's wage statements reflected an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to reimburse Mr. Alarcon and aggrieved employees for necessary business expenditures

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Employer required Mr. Alarcon and aggrieved employees to wear uniforms, including a shirt, apron, and hat, bearing Employer's name and/or logo. Employer also required Mr. Alarcon and

aggrieved employees to wash and maintain said uniforms on their own time and at their own expense.

Employer's failure to reimburse Mr. Alarcon and aggrieved employees for all necessary business expenditures, specifically washing and maintaining their uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer failed to pay Mr. Alarcon and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Mr. Alarcon and Aggrieved Employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed as well as for meal and rest premiums and reimbursement for work expenses as described herein.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Accordingly, Mr. Alarcon and Aggrieved Employees are entitled to thirty days of waiting time penalties.

CONTINUED ON NEXT PAGE

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Alarcon becomes aware of additional compensation owed or losses incurred by Mr. Alarcon or by any other aggrieved employee of the Employer, Mr. Alarcon expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.

MAHONEY LAW GROUP, APC