



AEQUITAS LEGAL GROUP

A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: 213.674.6080
Facsimile: 213.674.6081
www.AequitasLegalGroup.com

Ronald H. Bae

rbae@AequitasLegalGroup.com
Direct: (213) 674-6380

March 14, 2024

Via Electronic Submission

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: **Marugame Udon USA, LLC**
Notice of Labor Code Violations pursuant to Labor Code § 2699.3(a)(1)

Dear Sir or Madam:

This letter shall constitute the required written notification under Labor Code § 2699.3(a)(1) that our client, Mr. Salem Zapata, alleges that his employer Marugame Udon USA, LLC (“Marugame”) has violated various provisions of the California Labor Code.

Specifically, Mr. Zapata contends that Marugame has engaged in the following unlawful employment practices:

1. Failure to pay Mr. Zapata and other aggrieved employees all minimum and overtime wages owed to them in violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198.

Mr. Zapata was employed by Marugame as a non-exempt, hourly-paid employee from approximately November 2022 to July 2023. Mr. Zapata’s job duties included but were not limited to washing dishes, taking out trashes, and other related duties.

Marugame did not pay Mr. Zapata and other aggrieved employees for all hours worked at the appropriate hourly rate. Employees are routinely paid for less than their actual hours worked and not paid for hours worked while off the clock such as when they worked during their meal breaks and rest breaks.

2. Failure to provide Mr. Zapata and other aggrieved employees with compliant meal breaks or pay premium compensation in lieu thereof, in violation of California Labor Code §§ 226.7 and 512.

Marugame did not provide employees with an uninterrupted duty-free meal break of at least 30 minutes for every 5 hours of work. Because of chronic understaffing and constant heavy workload, Mr. Zapata and other employees routinely missed their meal breaks, took late or short meal breaks, and/or had meal breaks that are interrupted by work. There was not enough time for employees to complete all of their assigned duties and take compliant meal breaks. And Marugame failed to pay meal break premiums when employees were not provided with compliant meal breaks.

3. Failure to provide Mr. Zapata and other aggrieved employees with compliant rest breaks or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7. Marugame does not provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof for the same reasons set forth above in paragraph 2 herein regarding meal breaks. And Marugame failed to pay rest break premiums when employees are not provided with compliant rest breaks.
4. Failure to provide Mr. Zapata and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226. The wage statements provided by Marugame fail to accurately reflect employees' hours worked and applicable hourly rates as a result of the failure to pay regular wages and meal/rest break premium wages as described herein.
5. Failure to timely pay all wages owed to Mr. Zapata and other aggrieved employees at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. Marugame failed to pay employees the unpaid wages and meal/rest break premium wages described herein upon the separation of their employment.
6. Failure to provide Mr. Zapata and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code § 204. Marugame failed to pay employees the unpaid regular wages and meal/rest break premium wages described herein in a timely manner during their employment.
7. Violation of California Labor Code §§ 558 and 558.1, as a consequence of the violations described herein.

Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law.

Labor and Workforce Development Agency
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March 14, 2024
Page 3 of 3

Labor Code § 558.1 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802 may be held liable as the employer for such violation.

As set forth herein, Marugame has violated California Labor Code §§ 203, 204, 226, 226.7, 510, 512, 1194, and IWC Wage Order 5-2001, and is thus liable for penalties under Labor Code § 558.

Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the date of this letter, Mr. Zapata will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Sincerely Yours,

A handwritten signature in blue ink, appearing to read "Ronald H. Bae", is written over a light blue circular background.

Ronald H. Bae

cc: Marugame Udon USA, LLC
Attn: General Counsel
8821 Aviation Boulevard #91138
Los Angeles, CA 90009

Via Certified Mail