



June 11, 2024

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: JOEY RESTAURANT (LOS ANGELES) INC.; JOEY RESTAURANT (NEWPORT BEACH) INC.; JOEY RESTAURANT (WOODLAND HILLS) INC.; JOEY RESTAURANT (MANHATTAN BEACH) INC.; JOEY RESTAURANT GROUP

Dear Representative:

We have been retained to represent William Miranda against Joey Restaurant (Los Angeles) Inc., Joey Restaurant (Newport Beach) Inc., Joey Restaurant (Woodland Hills) Inc., Joey Restaurant (Manhattan Beach) Inc., and Joey Restaurant Group (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Joey Restaurant Group") for violations of California wage-and-hour laws. Mr. Miranda seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Miranda seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Joey Restaurant Group employed Mr. Miranda as an hourly-paid, non-exempt employee from approximately May 2019 to the present, in the State of California.

The "aggrieved employees" that Mr. Miranda may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Joey Restaurant Group were the joint employers of Mr. Miranda and other aggrieved employees. Joey Restaurant Group were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.

Based on the following facts and theories, Joey Restaurant Group has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194,

1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

Joey Restaurant Group required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in, responding to work-related inquiries, and completing COVID screening protocols.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Miranda and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Miranda and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Joey Restaurant Group required Mr. Miranda and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, Joey Restaurant Group failed to pay Mr. Miranda and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Joey Restaurant Group failed to pay Mr. Miranda and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Joey Restaurant Group did not provide Mr. Miranda and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Joey Restaurant Group were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Miranda and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Miranda and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Miranda and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Miranda and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Miranda and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, 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. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Joey Restaurant Group failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Miranda and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Joey Restaurant Group did not provide Mr. Miranda and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor

more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Joey Restaurant Group failed to pay Mr. Miranda and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Miranda and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Joey Restaurant Group failed to pay Mr. Miranda and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Miranda and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Miranda and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Joey Restaurant Group. These costs include, but are not limited to, the use of personal phones for work-related tasks, the use of mileage on personal vehicles for work-related tasks, and the purchasing and maintenance of clothing and footwear in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Miranda seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

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If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Joey Restaurant (Los Angeles) Inc.
700 W 7th, unit S430
Los Angeles, CA 90017

Joey Restaurant (Newport Beach) Inc.
Joey Restaurant (Woodland Hills) Inc.
Joey Restaurant (Manhattan Beach) Inc.
c/o Registered Agent Solutions, Inc.
Agent for Service of Process
720 14th Street
Sacramento, CA 95814

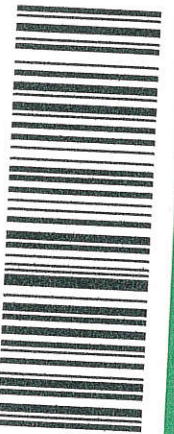
Joey Restaurant Group
700 W 7th, unit S430
Los Angeles, CA 90017

(By FedEx)

Joey Restaurant Group
Suite #950 – 505 Burrard Street, Box 90,
Vancouver, BC, Canada, V7X 1M4

LAWYERS FOR JUSTICE
 410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

VERIFIED MAIL



7022 2410 0003 2792 1628
 7022 2410 0003 2792 1628

PITNEY BOWES
\$9.00
 US POSTAGE
 CORRECTION
 02810002310909
 ZIP 91203
 JUN 11 2024



U.S. MAIL
Domestic
Official Mail
 For delivery information, visit our website at www.usps.com
OFFICIAL USE

PAGA Notice #1:
 William Miranda v. Joey Restaurant Group et al.

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
☐ Certified Mail Restricted Delivery
☐ Adult Signature Required
☐ Adult Signature Restricted Delivery

Postmark Here

Joey Restaurant (Los Angeles) Inc.
 700 W 7th, unit S430
 Los Angeles, CA 90017

PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Joey Restaurant (Los Angeles) Inc.
700 W 7th, unit S430
Los Angeles, CA 90017



9590 9402 8473 3186 0240 33

7022 2410 0003 2792 1628

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

Mail Restricted Delivery

Domestic Return Receipt

Certified Mail

- A receipt (this portion of the card)
- A unique identifier for the mailpiece
- Electronic verification of delivery
- A record of delivery (in signature) that is retained for a specified period.

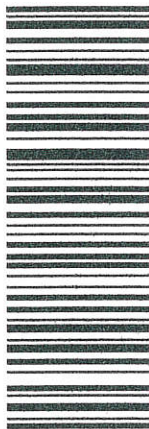
Important Reminder

- You may purchase Certified Mail®, First-Class Mail®, First-Class Mail® or Priority Mail® service for international mail.
- Certified Mail service includes insurance coverage up to \$500 for certain Priority Mail International mail.
- Insurance coverage is not available for Certified Mail service with Certified Mail Restricted Delivery.
- For an additional fee, you may purchase an endorsement on the mailpiece for the following services:
 - Return receipt service
 - Restricted delivery (includes signature verification)

PS Form 3800, April 2019

LAWYERS FOR JUSTICE
410 ARDEN AVE., SUITE 203 / GLENDALE, CA 91203

CERTIFIED MAIL®



7022 2410 0003 2792 1611
7022 2410 0003 2792 1611

PITNEY BOWES
\$9.00
US POSTAGE[®]
CORRECTION
028W0002310853
2000152203
ZIP 91203
JUN 11 2024



of Process

PAGA Notice #2:

William Miranda v. Joey Restaurant Group et al.

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|----|
| ☐ Return Receipt (hardcopy) | \$ |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postmark
Here

Joey Restaurant (Newport Beach) Inc.
Joey Restaurant (Woodland Hills) Inc.
Joey Restaurant (Manhattan Beach) Inc.

c/o Registered Agent Solutions, Inc./Agent for Service of Process
720 14th Street
Sacramento, CA 95814

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Address

Joey Restaurant (Newport Beach) Inc.
 Joey Restaurant (Woodland Hills) Inc.
 Joey Restaurant (Manhattan Beach) Inc.
 Joey Restaurant Agent Solutions, Inc./Agent for Service of Process
 c/o Registered Agent Solutions, Inc.
 720 14th Street
 Sacramento, CA 95814

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is address different from item 1? ☐ Yes
 Enter delivery address below: ☐ No



9590 9402 8701 3310 8066 41

Article Number (Transfer from service label)

7022 2410 0003 2792 1611

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

Certified Mail

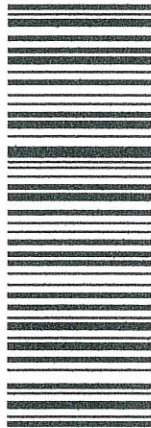
- A receipt (this portion of the form)
- A unique identifier for your mailpiece
- Electronic verification of delivery
- A record of delivery (including signature) that is retained for a specified period.

Important Reminders

- You may purchase Certified Mail® service for First-Class Mail®, First-Class Mail® service, or Priority Mail® service.
- Certified Mail service is available for international mail.
- Insurance coverage is available for Certified Mail service with Certified Mail service.
- Insurance coverage and certain Priority Mail® items are not eligible for an additional fee, an endorsement on the mailpiece, or a return receipt service.
- Return receipt service of delivery (including electronic version, for complete PS Form 3811 Receipt; attach PS Form 3800, April 2011)

LAWYERS FOR JUSTICE
410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

CERTIFIED MAIL®



7022 2410 0003 2792 1604
7022 2410 0003 2792 1604



PITNEY BOWES
\$9.00
US POSTAGESM
CORRECTION
028W0002310939
2000152203
ZIP 91203
JUN 11 2024

U.S. MAIL	
PAGA Notice #3:	
To: William Miranda v. Joey Restaurant Group et al.	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Joey Restaurant Group 700 W 7th, unit S430 Los Angeles, CA 90017	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Joey Restaurant Group
700 W 7th, unit S430
Los Angeles, CA 90017



9590 9402 8473 3186 0240 26

Year	2022	2023	2024
2022	241.0	2792	1604

PS Form 3811, July 2020 PSN 7530-02-000-9053

A. Signature	☐ Agent ☒ Addressee
B. Received by (Printed Name)	C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Registered Mail®
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

ail
ail Restricted Delivery
over \$500)

Domestic Return Receipt

Certified Mail

- A receipt (this portion of signature) that is retained for a specified period.
- A record of delivery (including electronic verification of delivery).
- A record of delivery (including electronic verification of delivery) for a specified period.

Important Reminders:

- You may purchase "First-Class Mail[®]," First-Class Mail[®] or Priority Mail[®] service.
- Certified Mail service is available for international mail.
- Insurance coverage is available for Certified Mail[®] service.
- Insurance coverage and certain Priority Mail[®] services are available for an additional fee. An endorsement on the mail receipt is required.
- Return receipt service is available for delivery (including electronic verification of delivery) for a specified period.

For more information, visit usps.com/certifiedmail.

PS Form 3800, April 2015

ORIGIN ID: JGXA (818) 265-1020
GABRIELLA SOLE/ISY
LAWYERS FOR JUSTICE PC
410 W. ARDEN AVENUE SUITE 203

GLENDALÉ, CA 91203 US
SIGN: GABRIELLA SOLE/ISY

SHIP DATE: 11JUN24
ACTWGT: 1.00 LB
CAD: 100879249/INET4535

BILL SENDER
NO EEI 30.36

TO JOEY RESTAURANT GROUP
JOEY RESTAURANT GROUP
SUITE #950, 505 BURRARD STREET,
BOX 90

VANCOUVER BC V7X1M4
(818) 265-1020
INV: 583J5/B21D/9AE3

(CA)

REF: PAGA NTC - JOEY RESTAURANT GRP

PO: DEPT:



FedEx®
Express



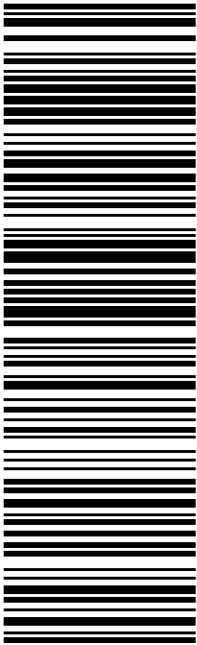
J242024032602uv

TRK# 7768 1327 4448 INTL ** 2DAY ** AA
0430

C5 YVRAG

YVRA V7X

BC-CA YVR



After printing this label:
CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH
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2. Place label in shipping pouch and affix it to your shipment.

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For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with your shipment to determine the contractual limitation. FedEx does not provide cargo liability or at-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT. IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FEDEX WON'T BE LIABLE FOR YOUR ACTS OR OMISSIONS, INCLUDING BUT NOT LIMITED TO incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, mis-information or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MAIL/DOTORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.