

June 23, 2025

VIA CERTIFIED MAIL

Olive Garden Italian Restaurants / Olive Garden Holdings, LLC / Olive Garden, LLC
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

GMRI, INC.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Darden Restaurants / Darden Restaurants, Inc.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Yard House Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Eddie V's Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Seasons 52 Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

The Capital Grille Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

LongHorn Steakhouse Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Ruth's Chris Steak House Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Chuy's Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Cheddar's Scratch Kitchen Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Bahama Breeze Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Department of Industrial Relations
Labor and Workforce Development Agency
*Via online electronic submission

Re: **JOAQUIN NICOLAS SALDIVAR TORRES v. GMRI, INC., et al.**

**SECOND AMENDED NOTICE OF LABOR CODE VIOLATIONS AND DEMAND
PURSUANT TO CALIFORNIA LABOR CODE SECTION 2699 ET. SEQ. AS TO THE
INDIVIDUAL AND OTHER AGGRIEVED EMPLOYEES – LWDA CASE NO. LWDA-
CM-1044411-24**

To Whom This May Concern:

PLEASE TAKE NOTICE that pursuant to the procedures specified in the Private Attorneys General Act, California Labor Code Section 2699.3, et seq. ("PAGA"), Joaquin Nicolas Saldivar Torres, and those similarly situated employees (hereinafter "AGGRIEVED EMPLOYEES") claim that during the

period of June 6, 2017 to the present ("PAGA Period"), GMRI, INC., Darden Restaurants, Darden Restaurants, Inc., Olive Garden Italian Restaurants, Olive Garden Holdings, LLC, Olive Garden, LLC, Yard House Restaurants, Eddie V's Restaurants, Seasons 52 Restaurants, LongHorn Steakhouse Restaurants, Chuy's Restaurants, The Capital Grille Restaurants, Cheddar's Scratch Kitchen Restaurants, Bahama Breeze Restaurants, and Ruth's Chris Steak House Restaurants (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (hereafter together "EMPLOYER(S)" or "YOU" and/or referred to with "YOUR" and "YOURS") violated California Labor Code Sections 200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a), 226(c), 226.2, 226.3, 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510, 512, 512(a), 551, 552, 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2802(a).

The facts and theories which support the violations of these Labor Code provisions are as provided below:

FACTS:

Mr. Torres filed an original notice of Labor Code Violations on August 9, 2024. After waiting the requisite 65 days, Mr. Torres then filed a civil action under PAGA titled, *Joaquin Torres v. GMRI, Inc., Orange County Superior Court, Case No. 30-2024-01434800-CU-OE-NJC*. On May 8, 2025, Mr. Torres filed a first amended notice of Labor Code violations. As a result of facts obtained through Mr. Torres' ongoing case, he has identified additional theories of liability and therefore is submitting this further amended notice of alleged Labor Code violations.

Through his civil action, Mr. Torres is seeking civil penalties on his own behalf and on the behalf of YOUR other current and former AGGRIEVED EMPLOYEES during the PAGA Period. See *Arias v. Superior Court* (2009) 209 P.2d 923, 95 Cal. Rptr. 3d 588 (no class certification required for representative action for civil penalties). Mr. Torres was an AGGRIEVED EMPLOYEE working for EMPLOYERS at an Olive Garden Restaurant in the state of California during at least part the PAGA Period. Pursuant to the job duties and policies YOU set forth for AGGRIEVED EMPLOYEES in California, Mr. Torres alleges that EMPLOYERS violated the Labor Code and any applicable order of the Industrial Welfare Commission regulating wages, hours, and working conditions because:

EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least minimum wage for all hours worked; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least one and one-half times the regular rate of pay for work in excess of eight hours per day, and/or forty hours per week, and/or the first eight hours on the seventh consecutive day of work in a workweek; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least twice the regular rate of pay for work in excess of twelve hours per day or work in excess of eight hours on the seventh consecutive day of work in a workweek; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for off-the-clock work performing various duties in and outside their job description and normal duties before and after their scheduled shifts; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for dressing for and otherwise preparing to work and/or cleaning their uniforms and work areas before or after their work shifts were complete;

EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for responding to work-related inquiries while off the clock; EMPLOYERS failed to keep records of AGGRIEVED EMPLOYEES' actual hours worked; EMPLOYERS inaccurately recorded time punches or falsified AGGRIEVED EMPLOYEES' hours worked; EMPLOYERS failed to provide AGGRIEVED EMPLOYEES uninterrupted ten-minute paid rest breaks for every four hours worked or major fraction thereof; EMPLOYERS did not permit AGGRIEVED EMPLOYEES to use the restroom; EMPLOYERS failed to provide uninterrupted thirty-minute meal periods to AGGRIEVED EMPLOYEES who worked more than five hours per day and second uninterrupted thirty-minute meal periods to AGGRIEVED EMPLOYEES who more than ten hours per day; EMPLOYERS required AGGRIEVED EMPLOYEES to work through their thirty-minute meal periods; AGGRIEVED EMPLOYEES were unable to take meal periods or rest breaks because of excessive workloads; EMPLOYERS interrupted and/or cut short AGGRIEVED EMPLOYEES' meal periods and/or rest breaks; EMPLOYERS required AGGRIEVED EMPLOYEES to be on call while on meal periods or rest breaks; EMPLOYERS required AGGRIEVED EMPLOYEES to remain on EMPLOYER's premises during meal periods and/or rest breaks; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES meal period and rest break premiums owed; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES wages at the correct rate, including by failing to pay overtime and/or double time wages, meal period and/or rest break premiums, sick leave wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay; EMPLOYERS failed to provide AGGRIEVED EMPLOYEES with a day of rest; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES reporting time pay; EMPLOYERS failed to furnish AGGRIEVED EMPLOYEES with accurate itemized wage statements; EMPLOYERS retaliated against AGGRIEVED EMPLOYEES for, or prevented AGGRIEVED EMPLOYEES from, disclosing information to a government or law enforcement agency regarding a perceived violation of a state or federal statute or violation of a local, state, or federal rule or regulation; EMPLOYERS failed to maintain employment and/or payroll records; EMPLOYERS failed to reimburse AGGRIEVED EMPLOYEES for business expenses including but not limited to the use of personal cell phones or other devices, gloves, work supplies, uniforms, and/or travel-related expenses; EMPLOYERS failed to timely pay wages, including final wages, to AGGRIEVED EMPLOYEES; and EMPLOYERS required AGGRIEVED EMPLOYEES to sign unlawful agreements as a condition of employment, including unlawful agreements to arbitrate disputes, waive the right to a trial by jury, and/or waive the right to bring and participate in representative and class actions.

Please do not hesitate to contact the undersigned at the information above if you require any further information with respect to these claims. Thank you for your attention to this matter.

Sincerely,



Shoham Solouki, Esq.,

Attorneys for Joaquin Nicolas Saldivar Torres and other Aggrieved Employees

cc: Client