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October 22, 2024

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<http://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 2280 0002 0214 4842

Return Receipt Requested

Evolution Hospitality, LLC
5301 Headquarters Drive
Plano, TX 75024

VIA CERTIFIED MAIL # 7019 2280 0002 0214 4859

Return Receipt Requested

Evolution Hospitality, LLC
ATTN: Amanda Garcia
1505 Corporation
C T Corporation System
330 N Brand Blvd.
Glendale, CA 91203

Re: Nelly Reyes v. Evolution Hospitality, LLC.

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

To: California Labor and Workforce Development Agency; Evolution Hospitality, LLC.

From: Nelly Reyes, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Nelly Reyes (“Employee”), 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 herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Evolution Hospitality, LLC (hereinafter “Employer”) is a California limited liability company that provides hospitality services throughout California.

Employee alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, and 1194, by failing to pay Employee and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide rest periods, failing to provide accurate wage statements and maintain accurate payroll records, and failing to pay all wages owed at end of employment. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions 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 Employee and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Employee and other aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employer required Employee and other aggrieved employees to work in excess of eight (8) hours in a day or forty (40) hours in a week less than one- and one-half times their regular rate. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). Specifically, Employer failed to compensate Employee and other aggrieved employees for time working during meal periods off-the-clock. Additionally, Employer paid Employee and aggrieved employees under a “Rounding Policy” that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

Employer's failure to pay minimum wage and applicable overtime rates to Employee and other aggrieved employees as detailed above is actionable under PAGA as a violation of Labor Code sections 227.3, 510, and 1194.

B. Employer failed to provide Employee and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law

Employee alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature

of their work. Employee alleges that Employee and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Employee and other aggrieved employees, regularly received late meal periods or had their meal and rest periods interrupted to attend to work responsibilities, including but not limited to, meeting cleaning requirements, understaffing, amongst other responsibilities.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Employee alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Employee and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to provide pay all wages owed at the time their employment ended to Employee and aggrieved employees

Pursuant to California Labor Code sections 201-203, employers are required to pay all earned and unpaid wages immediately upon termination by the employer and within 72 hours if the employee resigns. At the time of Employee and other aggrieved employees' separation from employment, they were entitled to wages for the time worked and the premiums paid in lieu of missed/interrupted meal and rest breaks. However, Employer failed to pay such wages within 72 hours of the end of Employee and other aggrieved employees' employment.

E. 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, Employee becomes aware of additional compensation owed or losses incurred by her or by any other aggrieved employee of the Employer, Employee 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.

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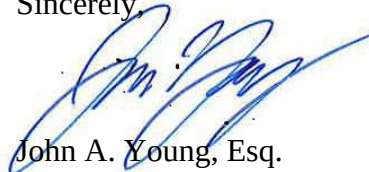
October 22, 2024

Page 4 of 4

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
John Young, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Young", is written over the printed name.

John A. Young, Esq.

MAHONEY LAW GROUP, APC