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Casey Savage

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CASEY SAVAGE, an individual,
Plaintiff,

v.

LOVE YOU LATTE, INC., a California
corporation; and DOES 1 through 10,
inclusive,
Defendants.

Case No. **25STCV01825**

CASEY SAVAGE'S COMPLAINT FOR:

- (1) Wrongful Termination in Violation of Public Policy**
- (2) Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)**
- (3) Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)**
- (4) Failure to Provide Accurate Wage Statements (Lab. Code § 226)**
- (5) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**
- (6) Retaliation (Lab. Code § 1102.5)**
- (7) Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

JURY TRIAL DEMANDED

1 Plaintiff Casey Savage brings this action against Defendant Love You Latte, Inc. and Does
2 1 through 10, inclusive, and alleges as follows:

3 **THE PARTIES**

4 1. Plaintiff Casey Savage (“Ms. Savage” or “Plaintiff”) is an individual residing in
5 Glendale, California.

6 2. Defendant Love You Latte, Inc. (“Love You Latte”) is a California with its
7 principal place of business in Glendale, California.

8 3. Plaintiff is unaware of the true names and capacities of the defendants sued as Does
9 1 through 10, inclusive, and therefore sues these defendants by fictitious names. Plaintiff will
10 amend this complaint to allege their true names and capacities when the same have been
11 ascertained. Plaintiff is informed and believes that each of the fictitiously named defendants is
12 responsible in some manner for the occurrences herein alleged and that Plaintiff’s damages were
13 proximately caused by said defendants’ conduct.

14 4. All the acts and conduct alleged herein were duly authorized, ordered by
15 management-level employees of Defendants. In addition, Defendants participated in the
16 aforementioned conduct of their said employees, agents and representatives, and, upon completion
17 of the aforesaid conduct, officers, directors, and/or managing agents of the Defendants ratified,
18 accepted the benefits of, condoned, lauded, acquiesced, authorized and otherwise approved of the
19 conduct alleged herein.

20 **VENUE AND JURISDICTION**

21 5. The wrongful conduct alleged against the Defendants occurred in the County of Los
22 Angeles, California. At all times relevant hereto, the conduct at issue was part of a continuous and
23 ongoing pattern of behavior.

24 6. This Court is the proper forum to adjudicate this action because the wrongful acts
25 that are the subject of this action occurred here and because the Defendant now resides in its
26 jurisdictional area.

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GENERAL ALLEGATIONS

7. Ms. Savage began working for Love You Latte on June 1, 2024, as a Barista.

8. Throughout her tenure, Ms. Savage observed that Love You Latte consistently committed a multitude of wage and hour violations.

9. Ms. Savage consistently worked over eight hours per day but was not paid overtime pay.

10. Ms. Savage was frequently required to work through her meal and rest breaks, and was told by Love You Latte's owner, Talin Stephen ("Ms. Stephen"), that this was because Love You Latte did not have enough staff to cover her breaks. Ms. Savage was never paid a premium for her missed meal and rest breaks.

11. Ms. Savage witnessed Ms. Stephen manually changing her and her colleagues' timesheets to reflect that Ms. Savage and her colleagues had taken their meal breaks, even when they had not.

12. Ms. Stephen frequently did not pay Ms. Savage and her colleagues on time. Ms. Stephen told Ms. Savage that she and her colleagues would be paid every Friday, but Ms. Savage often did not receive her paycheck until the following Tuesday, and sometimes even later than that. On several occasions, Ms. Savage asked Ms. Stephen when she would be paid, and Ms. Stephen alleged that she paid her already until Ms. Savage proved to her that she had not.

13. Additionally, on several occasions, Ms. Stephen told Ms. Savage that she was unable to write her a paycheck, and paid her over Zelle. Ms. Savage and her colleagues did not receive pay stubs. When they were paid through Zelle, the payment did not list any specifics about their wages or hours, but instead had a short message on the payment that sometimes states the approximate hours they worked. On June 12, 2024, Ms. Savage received a Zelle payment for \$250 with a message that simply said "13 hours." On June 28, 2024, she received a Zelle payment for \$550 from the same business checking account that said "Partial pay." When Ms. Savage and her colleagues were paid via check, they did not receive a pay stub, or any sort of receipt with the check.

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1 14. Early into Ms. Savage's tenure, Ms. Stephen told her that 50 percent of all tips she
2 and her colleagues earned would be split amongst them, while the other 50 percent of tips went to
3 "the house." Ms. Savage complained to Ms. Stephen on multiple occasions that she had not
4 received her tips, and each time Ms. Stephen told her that she allegedly needed to calculate the
5 tips, and that the tips would be distributed after they were calculated. However, Ms. Savage only
6 ever received her share of tips approximately two times throughout her entire tenure, and only after
7 she complained multiple times about not receiving her tips. Additionally, Ms. Stephen told Ms.
8 Savage that she [Ms. Stephen] did not know how to calculate her employees' tips, and did not keep
9 track of them.

10 15. Ms. Stephen frequently changed Ms. Savage's and her colleagues' work schedule at
11 the last minute, and then expected them to arrive on time. If an employee had a conflict with the
12 new version of the schedule, Ms. Stephen reduced the number of hours that she scheduled them to
13 work the following week or weeks, in retaliation.

14 16. Additionally, Ms. Stephen was verbally hostile towards her staff, frequently
15 berating them and insinuating that she believed them to lack intelligence. She also monitored Ms.
16 Savage and her colleagues using security cameras, and reprimanded them for issues beyond their
17 control.

18 17. While Ms. Savage was employed at Love You Latte, Ms. Stephen frequently
19 committed health code violations. She left dairy products out unrefrigerated, and left other food
20 and beverage spills on the counters for hours at a time. Ms. Stephen also frequently left these items
21 out and ordered Ms. Savage to clean them for her, before leaving the premises herself.

22 18. September 20, 2024, Ms. Savage's attorneys mailed a letter to Ms. Stephen
23 requesting that she provide Ms. Savage's personnel file and payroll records. Following this
24 request, Ms. Stephen reduced the hours that Ms. Savage was scheduled to work, in retaliation. Ms.
25 Stephen told Ms. Savage that the reduction in her hours was due to slow business. Ms. Savage
26 later discovered that Ms. Stephen had hired several new employees shortly after reducing her
27 hours.

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1 19. On approximately October 17, 2024, Ms. Stephen's assistant told Ms. Savage that
2 Ms. Stephen needed her to sign a document and requested that she sign it on her next break. Ms.
3 Savage asked what break she was referring to, because she was rarely provided meal or rest
4 breaks. Ms. Stephen's assistant told her to take a break then, and to use the break to read the
5 document, and then sign it. Ms. Savage told the assistant that she would not sign anything until her
6 attorneys reviewed it first. Ms. Savage watched as Ms. Stephen's assistant went over to Ms.
7 Stephen and whispered something to her. Ms. Stephen responded, and the assistant returned to Ms.
8 Savage and told her that Ms. Stephen said that if she refused to sign the document, she could go
9 home for the day. Shortly after this, Ms. Stephen cornered Ms. Savage while she was working, and
10 told her that the document had "nothing to do with the attorneys," and ordered Ms. Savage to take
11 a break and sign the document. Ms. Savage took a "break" from her usual responsibilities to
12 review the document, and asked her attorneys if she should sign it. The document stated that Ms.
13 Savage needed to ensure that at least two customers provided online reviews for Love You Latte
14 per each shift she worked. Ms. Savage signed the document, and Ms. Stephen told her that all the
15 employees were being made to sign identical documents. However, Ms. Savage learned from her
16 colleagues that this was untrue, and that none of her colleagues had been forced to sign the
17 document. Ms. Savage began to suspect that Ms. Stephen was attempting to compile reasons to
18 terminate her employment.

19 20. That evening, Ms. Stephen emailed Ms. Savage and made several untrue claims
20 about Ms. Savage's behavior at work, as well as her performance. However, just weeks earlier,
21 Ms. Stephen had praised Ms. Savage's performance. Additionally, Ms. Savage has received many
22 glowing reviews from her customers on Google.com and Yelp.com. Ms. Savage responded to Ms.
23 Stephen's email, refuting each claim that Ms. Stephen had outlined. Ms. Stephen did not respond.

24 21. Due to Ms. Stephen's retaliatory actions and improper payroll procedures, Ms.
25 Savage has encountered financial troubles, and recently needed to apply for government
26 assistance. However, due to Ms. Stephen's lack of proper payroll record keeping, and the fact that
27 Love You Latte did not provide its employees with pay stubs or any way to access their pay stubs,
28 Ms. Savage was unable to be approved for the assistance she needs.

1 22. On November 4, 2024, November, while Ms. Savage was working, Ms. Stephen
2 texted her and told her that one of Ms. Stephen's friends had come into Love You Latte earlier that
3 day, and then reported that Ms. Savage had been rude to her. Ms. Stephen sent Ms. Savage a
4 screenshot of a text message her friend had sent her. In the screenshot, Ms. Stephen's friend
5 alleged that Ms. Savage was rude to her, and that she slammed their cups down on the counter
6 when the order was ready. Ms. Savage was shocked, because she had not done anything of the sort,
7 and had treated every customer with respect and professionalism, as she always did. Ms. Savage
8 texted Ms. Stephen back and told her this, and stated that she had not been rude to any of the
9 customers that had come in that day, that she had not had any negative interactions whatsoever,
10 and she had not slammed any cups down on the counter either. Ms. Stephen disregarded this, and
11 told Ms. Savage to leave Love You Latte, and that she was terminating her employment due to this
12 alleged interaction.

13 23. Shortly after this, Ms. Stephen texted Ms. Savage and sent her a document that
14 stated she had been paid everything Love You Latte owed her. Ms. Stephen said that she would not
15 send Ms. Savage her final paycheck until she signed the document. Ms. Savage did not feel
16 comfortable signing the document, as it was not true, and politely declined.

17 24. On November 6, 2024, two days after her employment was terminated, Ms. Savage
18 received her final pay through Zelle.

19 **FIRST CAUSE OF ACTION**

20 **Wrongful Termination in Violation of Public Policy**

21 (Against Love You Latte)

22 25. Plaintiff incorporates all preceding paragraphs of this complaint as though set forth
23 fully herein.

24 26. At all times relevant hereto, Love You Latte employed Ms. Savage.

25 27. Love You Latte terminated Ms. Savage on or about November 4, 2024.

26 28. Ms. Savage's complaints about wage and hour violations, and her request that Love
27 You Latte provide her with her personnel file and payroll records, were substantial motivating
28 reasons for her discharge.

29. As a result of Love You Latte's conduct, Ms. Savage has sustained, and continues to sustain, damages, in the form of lost wages and other employment benefits, and emotional and physical distress in an amount in excess of the minimum jurisdictional requirements of this court, in an amount to be proven at trial.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and IWC Wage Orders)

(Against All Defendants)

30. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

31. At all times relevant to this complaint, Plaintiff was employed by Love You Latte.

32. By the course of conduct set forth above, Defendants violated Labor Code sections 510, 1194, and relevant IWC Wage Orders.

33. The Labor Code requires employers, such as Defendants, to pay overtime compensation to all non-exempt employees.

34. At all relevant times, Plaintiff was a non-exempt employee entitled to be paid proper overtime compensation for all overtime hours worked.

35. Labor Code section 510 and the applicable Wage Orders require that an employer compensate all work performed by an employee in excess of eight hours in one workday or in excess of forty hours in any one workweek, and all work performed by an employee during the first eight hours worked on the seventh day of work in any one workweek, at one and one-half times the employee's regular rate of pay.

36. Labor Code section 510 and the applicable Wage Orders further require that an employer compensate all work performed by an employee in excess of 12 hours in one workday, and all work in excess of eight hours on any seventh day of a workweek, at twice the employee's regular rate of pay.

37. During the relevant time period, Plaintiff worked in excess of eight hours in a work day and/or 40 hours in a work week, and on occasion over twelve hours in a day for Defendants.

38. Defendants knowingly and willfully failed to pay proper overtime wages earned and due to for overtime hours worked.

39. As a result of Defendants' failure to pay wages earned and due, Defendants violated the Labor Code.

40. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff has sustained damages, including loss of earnings for hours of overtime worked on behalf of Defendant, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

Failure to Provide Meal and Rest Periods (Lab. Code §§ 226.7, 512, and IWC Wage Orders)

(Against All Defendants)

41. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth fully herein.

42. At all relevant times, Defendants were aware of and were under a duty to comply with Labor Code sections 226.7 and 512 and applicable sections of IWC Wage Orders.

43. Labor Code section 512 prohibits an employer from employing an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

44. Section 11 of Wage Order No. 4 provides, and at all times relevant hereto provided, in relevant part that:

No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between

1 the parties an on-the-job paid meal period is agreed to. The written agreement shall
2 state that the employee may, in writing, revoke the agreement at any time. If an
3 employer fails to provide an employee a meal period in accordance with the
4 applicable provisions of this Order, the employer shall pay the employee one (1)
5 hour of pay at the employee's regular rate of compensation for each work day that
6 the meal period is not provided.

7 45. Section 12 of Wage Order No. 4 provides, and at all times relevant hereto provided,
8 in relevant part that:

9 Every employer shall authorize and permit all employees to take rest periods, which
10 insofar as practicable shall be in the middle of each work period. The authorized
11 rest period time shall be based on the total hours worked daily at the rate of ten (10)
12 minutes net rest time per four (4) hours or major fraction thereof. However, a rest
13 period need not be authorized for employees whose total daily work time is less
14 than three and one-half (3 ½) hours. Authorized rest period time shall be counted,
15 as hours worked, for which there shall be no deduction from wages. If an employer
16 fails to provide an employee a rest period in accordance with the applicable
17 provisions of this Order, the employer shall pay the employee one (1) hour of pay
18 at the employee's regular rate of compensation for each work day that the rest
19 period is not provided.

20 46. Labor Code section 226.7 prohibits any employer from requiring any employee to
21 work during any meal or rest period mandated by an applicable IWC wage order, and provides that
22 an employer that fails to provide an employee with a required rest break or meal period shall pay
23 that employee one additional hour of pay at the employee's regular rate of compensation for each
24 work day that the employer does not provide a compliant meal or rest period.

25 47. Defendants knowingly failed to provide Plaintiff with meal periods as required by
26 law, and knowingly failed to authorize and permit Plaintiff to take rest periods as required by law.
27 Defendants also failed to provide Plaintiff with any payment of meal and rest premiums.
28

1 48. Plaintiff has therefore been damaged and is entitled to payment of the meal and rest
2 period premiums as provided by law.

3 **FOURTH CAUSE OF ACTION**

4 **Failure to Provide Accurate Wage Statements (Lab. Code § 226)**

5 (Against All Defendants)

6 49. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
7 fully herein.

8 50. Labor Code section 226, subdivision (a) requires employers to provide employees,
9 semi-monthly or at the time of each payment of wages, with a statement that accurately reflects
10 certain itemized information including total number of hours worked.

11 51. Defendants knowingly and intentionally failed to furnish Plaintiff with timely and
12 accurate wage statements that accurately reflected the total number of hours worked and wages
13 earned, as required by Labor Code section 226.

14 52. As a result of Defendants' failure to provide accurate itemized wage statements,
15 Plaintiff suffered actual damages and harm by being unable to determine the amount of overtime
16 worked each pay period in a timely manner, which prevented him from asserting his rights under
17 California law.

18 53. As a result, Defendants are liable to Plaintiff for the amounts provided by Labor
19 Code section 226, subdivision (e): the greater of actual damages or fifty dollars (\$50) for the initial
20 violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand dollars
21 (\$4,000).

22 **FIFTH CAUSE OF ACTION**

23 **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, *et seq.*)**

24 (Against All Defendants)

25 54. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
26 fully herein.

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1 55. Business and Professions Code section 17200, *et seq.* (“UCL”) prohibits any
2 “unlawful, unfair, or fraudulent business act or practice.” Defendants have engaged in unlawful
3 activity as follows:

- 4 a. Violations of Labor Code sections 226.7 and 512 for failure to provide meal
5 periods and rest breaks;
- 6 b. Violations of Labor Code sections 510 and 1194 for failure to pay overtime
7 wages;
- 8 c. Violations of Labor Code section 226 for failure to provide accurate wage
9 statements;
- 10 d. Violations of Labor Code section 351 for diverting gratuities from
11 employees; and
- 12 e. Violations of IWC Wage Orders for the same conduct set forth herein.

13 56. Plaintiff lost money as a result of Defendants’ violations of the unlawful prong of
14 the UCL in the form of lost wages, lost paid time off, and ultimately, the loss of her job and future
15 wages.

16 57. As a result of its unlawful business practices, Defendants have damaged Plaintiff by
17 wrongfully denying her earned overtime wages, meal periods, rest breaks, and premium
18 compensation.

19 58. Plaintiff seeks restitution and disgorgement and other appropriate relief available
20 under Business and Professions Code section 17200, *et seq.*

21 **SIXTH CAUSE OF ACTION**

22 **Retaliation (Lab. Code § 1102.5)**

23 (Against All Defendants)

24 59. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
25 fully herein.

26 60. At all times mentioned herein, Defendants employed five or more persons, and
27 Labor Code section 1102.5 was binding on Defendants. This section requires Defendants to
28 refrain from retaliating against any employee as a result of the employee’s opposition to practices

1 forbidden by state or federal statute, or practices that violate or do not comply with a local, state, or
2 federal rule or regulation pursuant to Labor Code section 1102.5, subdivision (c).

3 61. At all relevant times, Plaintiff was an employee of Defendant.

4 62. As set forth above, Plaintiff complained to Defendants and/or its agents that she
5 was unable to take her meal and rest breaks as required under California law.

6 63. Plaintiff had reasonable cause to believe that Defendants' failure to provide meal
7 and rest breaks was a violation of law.

8 64. Plaintiff's complaints regarding her inability to take meal and rest breaks was a
9 substantial factor in Defendants' decision to reduce Plaintiff's scheduled hours in retaliation.

10 65. As a direct and proximate result of Defendants' unlawful conduct, as set forth
11 herein, Plaintiff has sustained, and continues to sustain, damages in the form of lost wages and
12 other employment benefits in an amount in excess of the minimum jurisdictional requirements of
13 this court, the exact amount of which will be proven at trial.

14 66. As a further legal result of the above-described conduct of Defendants, and each of
15 them, Plaintiff has and will continue to incur attorneys' fees and costs in an amount according to
16 proof.

17 **SEVENTH CAUSE OF ACTION**

18 **Private Attorneys General Act (Lab. Code § 2698, *et seq.*)**

19 (Against All Defendants)

20 67. Plaintiff incorporates all preceding paragraphs of this Complaint as though set forth
21 fully herein.

22 68. Plaintiff is an aggrieved employee under PAGA because she was employed by
23 Defendants during the applicable statutory period and suffered one or more of the Labor Code
24 violations set forth in this Complaint. Plaintiff seeks to recover on her behalf, on behalf of the
25 State, and on behalf of all current and former aggrieved employees of Defendants, the civil
26 penalties provided by PAGA, plus reasonable attorney's fees and costs in this representative
27 action.

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- D. For amounts provided for in in Labor Code sections 226 and 226.7;
- E. For penalties available under applicable laws, including waiting time penalties;
- F. For restitution and disgorgement under the UCL;
- G. For an award of civil penalties under PAGA;
- H. For prejudgment interest;
- I. For costs of suit, including attorneys' fees and expert witness fees; and
- J. For such other relief as the Court deems just and proper.

Dated: January 23, 2025

MILLS SADAT DOWLAT LLP

By: 

Arash Sadat

Attorneys for Plaintiff
Casey Savage

EXHIBIT A

November 21, 2024

**VIA ELECTRONIC SUBMISSION;
VIA CERTIFIED MAIL TO EMPLOYER**

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Love You Latte, Inc.
275 W Lexington Drive
Glendale, CA 91203

Re: Notice of Claim Under Private Attorneys General Act (“PAGA”)

Dear LWDA:

My firm represents Casey Savage (“Plaintiff”) and all other aggrieved employees who intend to file an action against Love You Latte, Inc. (“Defendant” or “Love You Latte”) in connection with Defendant’s violations of the California Labor Code. This letter shall serve as notice, and a request, pursuant to Labor Code section 2699.3, *et seq.* (“PAGA”), that the Labor and Workforce Development Agency (“LWDA”) investigate the violations by Defendant described herein against Plaintiff and other current and/or former employees. If LWDA does not intend to investigate the violations described herein, we respectfully request that the agency specifically notify our office of the same at your earliest possible opportunity.

Statement of Specific Provisions of the Labor Code Violated

Plaintiffs intend to prosecute a civil action against Defendant for violations of Labor Code sections 226, subdivision (a) [failure to provide accurate wage statements], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 510 [overtime pay], 512 [failure to provide meal breaks], 558 [unpaid wages penalties], 1194 [failure to pay overtime and/or minimum wage], 1198 [failure to pay overtime].

Facts and Theories in Support of Violations

Defendant provides café services and is registered to do business in the State of California. Defendant employed Plaintiff beginning on or about June 1, 2024. Plaintiff worked as a barista.

Defendant willfully ignored California meal and rest break laws and instituted a policy where Plaintiff was not allowed rest breaks and frequently missed meal breaks, or had meal

breaks interrupted. Plaintiff was issued inaccurate wage statements, which failed to list premium pay. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period.

Failure to Provide Accurate Wage Statements

Pursuant to Labor Code section 226 (“Section 226”), subdivision (a), an employer is required to provide itemized wage statements. Plaintiff was issued inaccurate wage statements, which failed to list premium pay and all hours worked. Plaintiff is informed and believes, and on that basis alleges, that Defendant failed to notify other employees of their premium pay for each payroll period and their accurate total of hours worked.

Penalties for Unpaid Wages

Pursuant to Labor Code section 558, subdivision (a), and employer who violates “any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty.” (Lab. Code § 558, subd. (a).)

An employer’s initial violation is subject to a “fifty dollar penalty (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*) Thereafter, each subsequent violation is subject to a penalty of “one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” (*Ibid.*)

Here, Defendant’s personnel often worked more than ten hours per day due to understaffing, but Defendant did not pay overtime. Defendant is therefore liable for civil penalties under section 558, subdivision (a).

Unlawful Failure to Provide Uninterrupted Off-Duty Meal and Rest Periods

Plaintiff and similarly situated employees regularly worked in excess of five hours per day without being provided at least one half-hour meal period in which they were relieved of all duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.) Plaintiff and similarly situated employees also regularly worked in excess of four hours without being provided at least a ten-minute rest period in which they were relieved of all their duties. (Lab. Code §§ 226.7, 512; *see also* Industrial Welfare Commission Order No. 4-2001.)

Throughout Plaintiff’s employment, she was not able to take uninterrupted off-duty meal and rest periods in accordance with Labor Code. Defendant did not maintain a policy that ensured Plaintiff received requisite meal and rest periods. Furthermore, Defendant caused Plaintiff to miss meal and rest periods and failed to pay her the premium compensation mandated by Labor Code section 226.7, subdivisions (b)-(c). As a result of these Labor Code violations, Defendant is liable for civil penalties. (Lab. Code § 2698, *et seq.*)

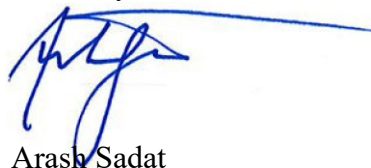
Conclusion

As described above, Defendant has violated numerous wage and hour provisions of the Labor Code. As a result, Defendant is liable to Plaintiff and other current and former employees for civil penalties, attorney's fees, and costs, pursuant to Labor Code sections 226, subdivision (a) [failure to provide accurate wage statements], 246, subdivision (i) [failure to give notice of sick time accrual], 226.7 [meal and rest breaks: failure to provide premium pay for meal and rest break violations, requiring employees to work during meal or rest break], 510 [overtime pay], 512 [failure to provide meal breaks], 558 [unpaid wages penalties], 1194 [failure to pay overtime and/or minimum wage], 1198 [failure to pay overtime].

This letter shall serve as Plaintiff's notice pursuant to Labor Code section 2699.3 and we ask that LWDA conduct an investigation concerning the violations described herein. Alternatively, if LWDA does not intend to investigate these violations, we ask that it issue a notification letter to our office confirming the same so that we may proceed with our civil action asserting the PAGA claims described herein.

Please feel free to contact me if you have any questions or if you would like to discuss this matter further. Nothing in this letter is intended to be, or should be construed as, an admission against the interests of Plaintiff or other current or former employees of Defendant and shall not be construed as a waiver of their rights, remedies, claims, or defenses, all of which are expressly reserved.

Sincerely,



Arash Sadat

cc: Ara Joe Keropian <arakeropian@gmail.com>