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November 19, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Daniel Villanueva v. Mancini's Sleepworld, Inc.*

Dear PAGA Administrator:

This office represents Daniel Villanueva in connection with his claims under the California Labor Code. Mr. Villanueva was an employee of MANCINI'S SLEEPWORLD, INC. ("MS").

The employer may be contacted directly at the address below:

MANCINI'S SLEEPWORLD, INC.
599 HAWTHORNE PL
LIVERMORE, CA 94550

Mr. Villanueva intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Villanueva seeks relief on behalf of himself, the State of California, and other persons who are or were employed by MS as a non-exempt, commissions paid and/or hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

MS employed Mr. Villanueva as a non-exempt, commissions paid and/or hourly paid employee from approximately October 2013 to March 2024. Mr. Villanueva worked for MS as a Sales Manager and Mattress Specialist at its various store locations in California, including, not limited to, Berkeley, Pinole, Dublin, and Concord. During his employment, Mr. Villanueva typically worked eight (8) or more hours per day and five (5) days per week. At the time Mr. Villanueva's employment with MS ended, he earned approximately \$27.11 per hour. His job duties included, without limitation, making sales, providing customer service, answering the phone, completing inventory, organizing the salesfloor, training employees, and filling out weekly and monthly paperwork.

MS committed each of the following Labor Code violations against Mr. Villanueva, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

MS’s Company-Wide and Uniform Payroll and HR Practices

MANCINI’S SLEEPWORLD, INC. is a California corporation that owns and operates a mattress retail chain store, with approximately 49 locations in California. Upon information and belief, MS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Livermore, California, for all non-exempt, commissions paid and/or hourly paid employees working for MS in California, including Mr. Villanueva and other aggrieved employees. At all relevant times, MS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, commissions paid and/or hourly paid employees in California, including Mr. Villanueva and other aggrieved employees, regardless of their location or position.

Upon information and belief, MS maintains a centralized Payroll department at its corporate headquarters in Livermore, California, which processes payroll for all non-exempt, commissions paid and/or hourly paid employees working for MS in California, including Mr. Villanueva and other aggrieved employees. Further, MS issues the same formatted wage statements in the same manner for all non-exempt, commissions paid and/or hourly paid employees in California, including Mr. Villanueva and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, MS utilized the same methods and formulas when calculating wages due to Mr. Villanueva and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or

¹ These facts, theories, and claims are based on Mr. Villanueva’s experience and counsel’s review of those records currently available relating to Mr. Villanueva’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Villanueva reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant period, MS had, and continues to have, a company-wide policy and/or practice of understaffing and/or single staffing its locations while assigning heavy workloads, including pressuring employees to meet sales goals, which resulted in a failure to provide Mr. Villanueva and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, MS's management implemented specific sales goals, such as meeting varying personal and store sales goals, and Mr. Villanueva and other aggrieved employees were reprimanded in writing if they did not meet them. This practice, coupled with a company-wide policy and/or practice of failing to schedule meal periods, further caused Mr. Villanueva and other aggrieved employees to not be relieved of their duties for meal periods. As a result, Mr. Villanueva and other aggrieved employees have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Villanueva missed his meal periods approximately three (3) times per week or took them late, after the fifth hour of work, approximately twice per week due to lack of coverage and heavy customer foot traffic.

Additionally, MS had, and continues to have, a policy and/or practice of pressuring Mr. Villanueva and other aggrieved employees to carry their personal cellphones and respond to calls at all times to meet the sales goals MS imposed. As a result, Mr. Villanueva and other aggrieved employees answered clients' calls during meal periods to facilitate sales. MS knew or should have known that Mr. Villanueva and other aggrieved employees were performing work during their meal periods in order to meet MS's expectations.

Second, because MS frowned upon employees accruing meal period premiums, MS's management pressured Mr. Villanueva and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by MS.

Third, on information and belief, in conjunction with MS's policy and/or practice of single-staffing, MS maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Mr. Villanueva and other aggrieved employees remain on the work premises during meal periods because MS did not allow the stores to be left unattended. Because Mr. Villanueva and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, MS effectively maintained control over Mr. Villanueva and other aggrieved employees during meal periods.

Fourth, MS did not provide Mr. Villanueva and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Villanueva sometimes worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Villanueva and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, MS knew or should have known that, as a result of these policies, Mr. Villanueva and other aggrieved employees were not actually relieved of all duties to take timely,

uninterrupted meal periods. MS further knew or should have known that MS did not pay Mr. Villanueva and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, MS engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Villanueva and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, MS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

Under California law, employers who pay employees on a commission basis must separately compensate them for rest and recovery periods and other nonproductive time at or above specified minimum hourly rates. *Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 108 (2017). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Mr. Villanueva and other aggrieved employees are entitled to recover from MS one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

During the relevant time period, MS regularly failed to authorize and permit Mr. Villanueva and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, MS's company-wide practices, including understaffing, and assigning heavy workloads, including implementing sales goals, prevented Mr. Villanueva and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, MS failed to schedule rest periods, which, coupled with MS's failure to provide

adequate rest period coverage, further led to Mr. Villanueva and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, MS maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Villanueva and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Villanueva and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, MS effectively maintained control over Mr. Villanueva and other aggrieved employees during rest periods.

As a result of MS's practices and policies, Mr. Villanueva and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Villanueva had to forgo his rest periods entirely due to the heavy workload, sales expectations, and lack of coverage. In addition, MS had, and continues to have, a company-wide policy of failing to separately pay Mr. Villanueva and other aggrieved employees for rest periods as required by law.

MS has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Villanueva and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, MS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, MS has knowingly and intentionally provided Mr. Villanueva and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, MS issued uniform wage statements to Mr. Villanueva and other aggrieved employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for meal and rest period premium wages, and the

corresponding number of hours worked at each hourly rate. Specifically, MS violated sections 226(a)(1), 226(a)(5), and 226(a)(9).

Because MS did not pay Mr. Villanueva and other aggrieved employees meal and rest period premium wages for noncompliant meal and rest periods, MS did not list the correct amount of gross wages and net wages earned by Mr. Villanueva and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, MS failed to list the applicable hourly rates of pay in effect during the pay period namely, the rates of pay for meal and rest period premium wages, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the total hours worked by the employee; failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to list the name and address of the legal entity that is the employer.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” At all relevant times, and in violation of Labor Code section 1174(d), MS willfully failed to maintain accurate payroll records for Mr. Villanueva and/or other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record all wages owed, including meal and rest period premium wages.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, MS engaged in company-wide practices and/or policies of failing to keep accurate records of meal period start and end times for Mr. Villanueva and other aggrieved employees, in violation of section 1198. Also, in light of MS’s failure to provide Mr. Villanueva and other aggrieved employees with second 30-minute meal periods to which they were entitled, MS kept no records of meal start and end times for second meal periods.

Because MS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Villanueva and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Villanueva and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, MS willfully failed to pay Mr. Villanueva and other aggrieved employees all wages due including, but not limited to, meal and rest period premium wages, within the time periods specified by California Labor Code section 204.

Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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 that if an employee voluntarily leaves 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 previous 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.

MS willfully failed to pay Mr. Villanueva and other aggrieved employees who are no longer employed by MS the earned and unpaid wages set forth above, including but not limited to, meal and rest period premium wages, either at the time of discharge, or within seventy-two (72) hours of their leaving MS's employ.

Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

MS’s California stores are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. MS could have provided Mr. Villanueva and other aggrieved employees with a suitable resting facility within all of its stores, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Mr. Villanueva and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the store which are not designated or reserved for their rest.

MS did not provide Mr. Villanueva and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Mr. Villanueva and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, MS denied them any area within its stores to cease work and recover. Moreover, MS did not inform Mr. Villanueva and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of MS’s company-wide failure to provide suitable resting facilities in all of its stores, Mr. Villanueva and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside their stores to cease work and recover. MS’s failure to provide suitable resting facilities to Mr. Villanueva and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 7-2001, subdivision 13(B).

Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, MS had a company-wide policy of requiring Mr. Villanueva and other aggrieved employees to utilize their own personal mobile devices, including cellular phones and/or mobile data, to carry out their job duties, but MS failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Villanueva and other aggrieved employees were required to use their personal mobile devices to communicate with MS's management regarding work-related issues and clients to make sales. As a further example, Mr. Villanueva and other aggrieved employees were required to use their personal mobile data in order to complete training sessions at home. Although MS required Mr. Villanueva and other aggrieved employees to utilize their personal mobile devices to carry out their work-related responsibilities, MS failed to reimburse them for these costs.

Second, during the relevant time period, MS, on a company-wide basis, required that Mr. Villanueva and other aggrieved employees use their own personal vehicles to run company errands. For example, at least twice a week during the relevant time period, Mr. Villanueva was required to use his personal vehicle and drive to the bank to make deposits. Additionally, during the relevant time period, Mr. Villanueva was required to use his personal vehicle and drive to customers' homes to complete paperwork or deliveries. Finally, during the relevant time period, and approximately once a month, Mr. Villanueva used his personal vehicle to drive to a different store location to attend mandatory employee meetings. Although MS required Mr. Villanueva and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, MS failed to reimburse them for their mileage or travel expenses.

MS could have provided Mr. Villanueva and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles, or, MS could have reimbursed employees for the costs of their mobile device usage, mileage, and travel expenses. Instead, MS passed these operating costs onto Mr. Villanueva and other aggrieved employees.

Thus, MS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Villanueva and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring MS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." MS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Villanueva's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Villanueva seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Villanueva acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against MS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 512(a), 516, 1174(d), 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Villanueva seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: MANCINI'S SLEEPWORLD, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

7022 2410 0000 2265 0847



MANCINI'S SLEEPWORLD, INC.
599 HAWTHORNE PL
LIVERMORE, CA 94550

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- Print your name and address on the reverse so that we can return the card to you.

MANCINI'S SLEEPWORLD, INC.
599 HAWTHORNE PL
LIVERMORE, CA 94550

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A. Signature

X

☐ 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



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☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)

☐ Signature Confirmation (hardcopy) ☐ Signature Confirmation (electronic)

☐ Registered Mail (hardcopy) ☐ Registered Mail (electronic)

☐ Priority Mail Express (hardcopy) ☐ Priority Mail Express (electronic)

☐ Insured Mail (hardcopy) ☐ Insured Mail (electronic)

☐ Signature Confirmation Restricted Delivery (hardcopy) ☐ Signature Confirmation Restricted Delivery (electronic)

☐ Registered Mail Restricted Delivery (hardcopy) ☐ Registered Mail Restricted Delivery (electronic)

☐ Priority Mail Express Restricted Delivery (hardcopy) ☐ Priority Mail Express Restricted Delivery (electronic)

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