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Attorneys for Plaintiff and all others similarly situated
ESMERALDA VALERIO SOLORIO

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
9/2/2025 2:53 PM

By: Kristin Breeden, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SONOMA

ESMERALDA VALERIO SOLORIO, on
behalf of herself and all others similarly
situated,

Plaintiff,

vs.

IT'S JUST US, LLC, a California Limited
Liability Company dba GROSSMAN'S
NOSHERI & BAR; and DOES 1 TO 50,

Defendants.

CASE NO.: 24CV07499

[Assigned to Honorable Patrick Broderick,
Courtroom 16]

**SECOND AMENDED INDIVIDUAL &
CLASS ACTION COMPLAINT FOR:**

- 1. FAILURE TO PROVIDE MEAL PERIODS**
- 2. FAILURE TO PROVIDE REST PERIODS**
- 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 6. WRONGFUL DISCHARGE – PUBLIC POLICY**
- 7. RETALIATION IN VIOLATION OF THE HEALTHY WORKPLACE, HEALTHY FAMILIES ACT OF 2014 (HWHFA)**
- 8. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

DEMAND FOR JURY TRIAL

Complaint Filed: December 11, 2024
Trial Date: None

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6. Defendant It's Just Us, LLC, a California Limited Liability Company (the "Company") doing business as Grossman's Noshery & Bar was at all relevant times doing business in Sonoma County, California.

7. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as Doe Defendants 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Class to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein. The Company and Doe Defendants 1 to 100 are referred to herein as “Defendants”.

8. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Class.

CLASS ACTION ALLEGATIONS

10. Plaintiff brings this case as a class action pursuant to California Code of Civil Procedure § 382 on behalf of a class (hereafter the “Class”) and on behalf of a sub-class

(hereafter the "Waiting Time Penalties Subclass") consisting of the following:

a. The Class: All persons who performed services in the State of California during the Class Period as non-exempt employees for the Company ("Class Members"). The Class Period is the time period starting four years before the filing of the initial Complaint in this action plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the "Emergency Rules Related to COVID-19".

b. The Waiting Time Penalties Subclass: All members of the Class who separated from their working relationship with the Company during the three years immediately preceding the filing of the Complaint through the present plus any additional time during which the statute of limitation was tolled pursuant to the Emergency Rules Related to COVID-19 (the "Subclass Members"). On information and belief, all members of the Waiting Time Penalty Subclass that are no longer working for the Company were not paid all wages due at the time of their respective separation/termination.

11. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issue.

12. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Class and Waiting Time Penalties Subclass are easily ascertainable.

13. Numerosity. The members of the Class and Waiting Time Penalties Subclass are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the class and subclass are unknown to Plaintiff at this time; however, it is estimated that the Class and Subclass number greater than one-hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of the Company's employment and personnel records.

14. Typicality. Plaintiff's claims are typical of the claims of the members of the

Class. Defendants subjected all Class Members and Subclass Members to identical violations of the California Labor Code, the Wage Orders of the California Industrial Welfare Commission, and the California Business and Professions Code. The factual grounds of Defendants' violations are common to all Class Members and Subclass Members and represent a common thread of unlawful conduct resulting in injury to all members of the Class and Subclass.

15. Commonality. Common questions of law and fact exist with respect to all members of the Class and predominate over any questions solely affecting individual members. Issues of law and fact common to the Class include:

- a. Whether Plaintiff and members of the Class were provided with and were able to take 30 minute off-duty meal breaks for every five hours of work;
- b. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to provide a meal break;
- c. Whether Plaintiff and members of the Class were authorized and permitted to take 10 minute rest breaks for every 3.5 hours of work or major fraction therein;
- d. Whether Plaintiff and members of the Class were paid one hour of premium pay for each day Defendants failed to authorize and permit a rest break;
- e. Whether Plaintiff and members of the Class were furnished accurate wage statements;
- f. Whether Plaintiff and members of the Subclass who are former employees were paid all wages owed to them upon separation pursuant to Cal. Labor Code §§ 201-203;
- g. Whether the violations alleged in (a-f) above constitutes unfair business practices in violation of California's Unfair Competition Law, Section 17200 et seq. of the Business and Professions Code.

16. Adequacy. Plaintiff will fairly and adequately represent the interests of the Classes and has no interests adverse to or in conflict with other Class Members. Plaintiff is represented by attorneys who have class action experience in wage and hour and class action law and are committed to vigorously prosecuting this action on behalf of the members of the Class.

17. Superiority. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy since, among other things, joinder of all Class Members is impracticable, and a class action will reduce the risk of inconsistent adjudications or repeated litigation over the same conduct. Further, the expense and burden of individual lawsuits would make it virtually impossible for Class Members, Defendant, or the court to cost-effectively redress separately the unlawful conduct alleged. Plaintiff knows of no difficulties to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL FACTUAL ALLEGATIONS

18. Plaintiff Esmeralda Valerio Solorio ("Plaintiff") was employed as a baker at It's Just US, LLC dba Grossman's Noshery & Bar from September 2023 until her termination on October 7, 2024. During her employment, Plaintiff typically worked between 8.5 to 9 hours per day, starting before 5:00 a.m. and ending at approximately 1:00 or 2:00 p.m. Despite working shifts exceeding eight hours, Plaintiff was only provided one 30-minute meal break per shift, which was often delayed beyond the fifth hour of work (as reflected in her time records). Plaintiff did not receive any rest breaks, in violation of California law.

19. On October 5, 2024, Plaintiff became ill and left work early. The following day, October 6, Plaintiff informed her supervisor that she remained unwell and intended to visit the hospital. When Plaintiff conveyed her inability to work, her supervisor responded by asking who would cover her shift and insisted that Plaintiff report to work. Plaintiff reiterated her inability to attend and stated, "If you want to fire me, then do it, but I can't go to work." In response, the supervisor informed Plaintiff she would receive her

1 paycheck and terminated her employment.

2 20. Concerned about the termination, Plaintiff contacted the head chef, Austin,
3 to report the incident. Plaintiff expressed her belief that her termination was improper and
4 requested clarification. Following her communication with the head chef, Plaintiff received
5 a text message from her supervisor instructing her to report to work on Friday, October 7,
6 2024, at 5:00 a.m. Plaintiff complied, worked her entire shift that day, and was informed at
7 the end of her shift that her employment was being terminated. The stated reason was
8 excessive tardiness, a pretextual justification. Plaintiff's termination was retaliatory and
9 directly related to her inability to work due to illness.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PROVIDE MEAL PERIODS**
12 **(Plaintiff on Behalf of Herself and the Class against All Defendants)**

13 21. Plaintiff, on behalf of herself and the Class Members, incorporates by
14 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
15 herein.

16 22. California Labor Code § 512 provides, in pertinent part, as follows: "An
17 employer may not employ an employee for a work period of more than five hours per day
18 without providing the employee with a meal period of not less than 30 minutes except that
19 if the total work period per day of the employee is no more than six hours, the meal period
20 may be waived by mutual consent of both the employer and the employee".

21 23. Pursuant to Defendants' policies, the demands of Plaintiff's and the Class
22 Members' duties, Plaintiff was required to, and actually did, forego the meal periods
23 required to be provided to Plaintiff or was required to take them in an untimely manner that
24 violated the law. By failing to provide Plaintiff and the Class Members with these meal
25 periods, Defendants violated California Labor Code sections 512 and 226.7 and the
26 applicable IWC Wage Order. As a result of the unlawful acts of Defendants set forth herein,
27 Plaintiff and the Class Members are entitled to additional wages for the missed and
28 delayed meal periods.

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SECOND CAUSE OF ACTION
REST PERIOD VIOLATIONS

(Plaintiff on Behalf of Herself and the Class against All Defendants)

24. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

25. The Wage Orders authorize employees to take paid rest periods based on the total hours worked daily at the rate of ten minutes rest per four hours or major fraction thereof.

26. Cal. Labor Code §226.7(a) provides: "No employer shall require an employee to work during any ... rest period mandated by an applicable order of the Industrial Welfare Commission."

27. Defendants had and still have a uniform policy and practice of not providing employees with lawful rest breaks. Plaintiff and Class Members did not and do not receive timely and full rest breaks. During the relevant time period, Defendants required Plaintiff and the Class Members to work (8) hours (or more) without providing them any rest period and failed to pay Plaintiff and the other Class Members the full rest period premium for work performed during rest periods.

28. By requiring Plaintiff and the Class Members to miss these rest periods, Defendants violated the Wage Orders and California Labor Code section 226.7. As a result of the unlawful acts of Defendants set forth herein, Plaintiff and the Class Members have been unfairly and illegally deprived of rest periods and are entitled to one additional hour of premium pay for each missed rest period.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Plaintiff on Behalf of Herself and the Class against All Defendants)

29. Plaintiff, on behalf of herself and the Class, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

30. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order to Plaintiff and the Class. Such failure caused injury to Plaintiff and the

Class by, among other things, impeding Plaintiff and the Class from knowing the amount of wages to which Plaintiff and the Class are and was legally entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by Plaintiff and the Class as required under Labor Code §1174(d).

31. Prior to the completion of discovery, and to the best of Plaintiff's knowledge at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiff and the Class in each and every pay period. Plaintiff and the Class are entitled to damages in the amount provided under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and reasonable attorney's fees.

FOURTH CAUSE OF ACTION
WAITING TIME VIOLATIONS
(Plaintiff on Behalf of Herself and the Waiting Time Penalty Subclass against All Defendants)

32. Plaintiff, on behalf of herself and the Waiting Time Penalty Subclass, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

33. California Labor Code §201(a) provides, in pertinent part, as follows: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

34. California Labor Code §202(a) provides, in pertinent part, as follows: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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."

35. California Labor Code §206(a) provides, in pertinent part, as follows: "In

case of a dispute over wages, the employer shall pay, without condition, and within the time set by this article, all wages, or parts thereof, conceded by him to be due, leaving to the employee all remedies he might otherwise be entitled to as to any balance claimed.”

36. Where an employer willfully fails to pay, without abatement or reduction, in accordance with sections 201 through 203 of the California Labor Code, all wages due to an employee who has been discharged or has quit, California Labor Code §203 entitles the affected employee to receive from the employer a penalty of up to 30 days wages calculated from the due date of the wages until the time an action to recover the wages is commenced.

37. As alleged herein, Defendants have failed to pay wages (including but not limited to break premiums) to Plaintiff and the Waiting Time Penalty Subclass at the time they became due and payable, and has thus violated sections 201, 202, 203 and 206 of the California Labor Code.

38. Defendants’ failure to pay wages as alleged herein was willful in that Defendants knew that Plaintiff and the Waiting Time Penalty Subclass were not receiving all of their earned compensation because, inter alia, Defendants knowingly did not fully, fairly and properly compensate Plaintiff and the Waiting Time Penalty Subclass for untimely and missed breaks.

39. As a result of Defendants’ willful, unlawful acts, discussed herein, Plaintiff and the Waiting Time Penalty Subclass Class are entitled to recover, pursuant to California Labor Code §203, continuing wages as a penalty for a total of 30 days.

FIFTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Plaintiff on Behalf of Herself and the Class against All Defendants)

40. Plaintiff, on behalf of herself and the Class Members, incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

41. Defendants’ violations of the Labor Code and other laws and regulations as alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all

1 constitute unfair business practices in violation of the Unfair Competition Law, Business
2 and Professions Code § 17200 et seq.

3 42. As a result of Defendants' unfair business practices, Defendants have
4 reaped unfair benefits and illegal profits at the expense of Plaintiff, the Class Members,
5 and members of the public. Defendants' utilization of such unfair business practices
6 constitutes unfair competition and provides an unfair advantage over Defendants'
7 competition. Defendants should be made to disgorge the ill-gotten gains and restore such
8 monies to Plaintiff and the Class Members.

9 43. Defendants' unfair business practices entitles Plaintiff and the Class
10 Members to seek preliminary and permanent injunctive relief, including but not limited to
11 orders that Defendants account for, disgorge and restore to Plaintiff and the Class
12 Members any compensation unlawfully withheld from Plaintiff and the Class Members,
13 and for which Defendants were unjustly enriched.

14 **SIXTH CAUSE OF ACTION**
15 **WRONGFUL DISCHARGE – PUBLIC POLICY**
16 **(Plaintiff Against Defendant IT'S JUST US, LLC)**

17 44. Plaintiff incorporates by reference all other paragraphs of this Complaint as
18 if they were re-alleged and set forth herein.

19 45. Plaintiff was employed by Defendants. Defendants discharged Plaintiff from
20 employment. As further alleged herein, a substantial motivating reason for Plaintiff's
21 discharge was in violation of public policy.

22 46. Defendants' discharge of Plaintiff was a substantial factor in causing Plaintiff
23 was harmed by the discharge in that, and among other damages, Plaintiff to suffer harm
24 and damages.

25 **SEVENTH CAUSE OF ACTION**
26 **RETALIATION IN VIOLATION OF THE HEALTHY WORKPLACE, HEALTHY**
27 **FAMILIES ACT OF 2014 (HWHFA)**
28 **(Plaintiff Against Defendant IT'S JUST US, LLC)**

47. Plaintiff hereby incorporates reference to all the allegations contained in this
Complaint as if fully alleged herein.

1 48. Upon request for sick leave, an employer is required to affirmatively permit
2 an employee to take sick leave pursuant to Labor Code Section 246.5.

3 49. Labor Code Section 246.4 further restricts penalizing an employee for taking
4 sick leave in furtherance of this Labor Code Section.

5 50. Defendants retaliated against Plaintiff and terminated Plaintiff's employment
6 due to Plaintiff's use of sick leave.

7 51. Defendants' adverse actions against Plaintiff violated Labor Code Section
8 246.5, which provides: An employer shall not deny an employee the right to use accrued
9 sick days, discharge, threaten to discharge, demote, suspend, or in any manner
10 discriminate against an employee for using accrued sick days, attempting to exercise the
11 right to use accrued sick days, filing a complaint with the department or alleging a violation
12 of this article, cooperating in an investigation or prosecution of an alleged violation of this
13 article, or opposing any policy or practice or act that is prohibited by this article."

14 52. As a proximate result of the acts of Defendants, and each of them, as
15 described above, Plaintiff has suffered and will continue to suffer economic damages,
16 including lost wages, lost benefits, loss of promotional opportunity, and other
17 compensatory damages in an amount to be ascertained at the time of trial.

18 **EIGHTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
 (Plaintiff against All Defendants)

20 53. Plaintiff incorporates by reference all other paragraphs of this Complaint as
21 if they were re-alleged and set forth herein.

22 54. Plaintiff brings this cause of action on behalf of himself and all other
23 aggrieved current and former employees of Defendants and seeks civil penalties for each
24 and every Labor Code violation alleged herein and alleged in the PAGA Notice attached
25 hereto as **Exhibit 1**, which was filed with the California Labor and Workforce Development
26 Agency (hereafter, "LWDA") and provided by certified mail to Defendants.

27 55. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
28 before filing this Complaint. LWDA did not respond to his notice of the alleged violations

1 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
2 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
3 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
4 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of
5 each violation, Defendants employed one or more employees.

6 56. As a result of the aforesaid wrongful and illegal conduct of the Defendants,
7 and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at
8 trial, costs, and attorney's fees against Defendants.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 11 1. For compensatory damages in the amount of Plaintiff's and each Class
12 Members hourly wage at the appropriate regular rate of compensation for
13 each rest/meal period that Defendants failed to provide, in accordance with
14 proof at the time of trial;
- 15 2. For penalties pursuant to Labor Code §226(6) for violation of Labor Code §
16 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a
17 violation occurs and one hundred dollars (\$100) per employee for each
18 violation in a subsequent pay period, not exceeding an aggregate penalty of
19 four thousand dollars (\$4,000);
- 20 3. For waiting time penalties pursuant to Labor Code § 203 for Plaintiff and
21 each Subclass Member who was terminated or resigned equal to their daily
22 wage times thirty (30) days;
- 23 4. For temporary, preliminary, and permanent injunctive relief enjoining
24 Defendants from unlawfully depriving Plaintiff and Class Members from
25 proper meal/rest periods, accurate and itemized wage statements, and
26 wages upon termination/resignation in accordance with the law;
- 27 5. For restitution for unfair competition pursuant to Business and Professions
28 Code section 17200, *et seq.*, including disgorgement of profits, in an amount

as may be determined;

6. For all statutory penalties and liquidated damages as authorized by law, including all statutory penalties as authorized under PAGA;
7. General and special damages, in an amount to be proven at trial;
8. For punitive and exemplary damages;
9. Pre-judgment interest on any damages or other amounts deemed payable; and
10. Other or further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury.

Dated: July 28, 2025

HAULK & HERRERA LLP

By: _____


Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff
ESMERALDA VALERIO SOLORIO

EXHIBIT 1



HAULK & HERRERA LLP

Attorneys at Law

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December 10, 2024

VIA ONLINE SUBMISSION

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

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Esmeralda Valerio Solorio ("Plaintiff") with respect to Plaintiff's claims against It's Just Us, LLC dba Grossman's Noshery & Bar, Terri Stark and Mark Stark (collectively hereinafter "Defendants") arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants' non-exempt employees.

This letter shall serve as written notice, pursuant to California Labor Code section 2699.3(a) (1), of Defendants' violations of the provisions of the Labor Code and Wage Order set forth below.

Plaintiff Esmeralda Valerio Solorio was employed as a baker at It's Just US, LLC dba Grossman's Noshery & Bar from September 2023 until her termination on October 7, 2024. During her employment, Plaintiff typically worked between 8.5 to 9 hours per day, starting before 5:00 a.m. and ending at approximately 1:00 or 2:00 p.m. Despite working shifts exceeding eight hours, Plaintiff was only provided one 30-minute meal break per shift, which was often delayed beyond the fifth hour of work (as reflected in her time records). Plaintiff did not receive any rest breaks, in violation of California law.

On October 5, 2024, Plaintiff became ill and left work early. The following day, October 6, Plaintiff informed her supervisor that she remained unwell and intended to visit the hospital. When Plaintiff conveyed her inability to work, her supervisor responded by asking who would cover her shift and insisted that Plaintiff report to work. Plaintiff reiterated her inability to attend and stated, "If you want to fire me, then do it, but I can't go to work." In



response, the supervisor informed Plaintiff she would receive her paycheck and terminated her employment.

Concerned about the termination, Plaintiff contacted the head chef, Austin, to report the incident. Plaintiff expressed her belief that her termination was improper and requested clarification. Following her communication with the head chef, Plaintiff received a text message from her supervisor instructing her to report to work on Friday, October 7, 2024, at 5:00 a.m. Plaintiff complied, worked her entire shift that day, and was informed at the end of her shift that her employment was being terminated. The stated reason was excessive tardiness, a pretextual justification. Plaintiff's termination was retaliatory and directly related to her inability to work due to illness.

Plaintiff alleges that Defendants engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendants have violated California's wage and hour laws by:

a) Failing to permit non-exempt employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order. Pursuant to Defendants' policies and the demands of Plaintiff's duties, Plaintiff routinely was required to skip, and consequently missed, the rest/meal periods required to be made available to Plaintiff.

b) Failing to pay premium pay for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512. Plaintiff has not been compensated for Plaintiff's missed rest/meal breaks.

c) Failing to pay all earned wages (including premium pay for missed meal and rest breaks) at least twice a month in violation of Labor Code section 204. By failing to properly compensate Plaintiff, as described above, Defendants violated this provision.

d) Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3. Defendants did not keep accurate records of non-exempt employees' hours worked (e.g., total wages earned).

e) Failing to pay all earned wages (including premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, 206, and 227.3. As described above, Defendants systematically failed to pay premium pay owed to Plaintiff (and other non-exempt employees); as such,



Page 3 of 3

Plaintiff's earned wages were not timely paid in full following Plaintiff's separation from Defendants.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of all non-exempt Defendants employees, and is entitled to recover penalties for all violations, as well as Plaintiff's attorneys' fees.

This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: It's Just Us, LLC dba Grossman's Noshery & Bar, Terri Stark and Mark Stark, *via Certified Mail/Return Receipt Requested*

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

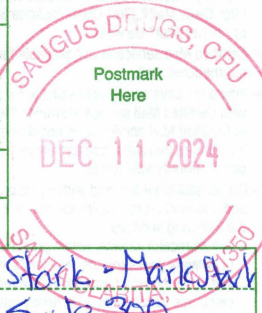
Solaria

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

OFFICIAL USE

Certified Mail Fee	\$	11.35
Extra Services & Fees (check box, add fees as appropriate)		
☐ Return Receipt (hardcopy)	\$	4.10
☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	

Postage	\$	0.73
Total Postage and Fees	\$	9.68



Sent To	It's Just US LLC, Terri Stark - Marked
Street and Apt. No., or PO Box No.	3562 Round Barn Cr. Suite 300
City, State, ZIP+4®	Santa Rosa, CA 95402

PROOF OF SERVICE

Esmeralda Valerio Solorio v. It's Just Us, LLC, et al.
Sonoma County Superior Court Case No.: 24CV07499

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s): SECOND AMENDED INDIVIDUAL & CLASS ACTION COMPLAINT FOR: 1. FAILURE TO PROVIDE MEAL PERIODS 2. FAILURE TO PROVIDE REST PERIODS 3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 4. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 5. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 6. WRONGFUL DISCHARGE – PUBLIC POLICY 7. RETALIATION IN VIOLATION OF THE HEALTHY WORKPLACE, HEALTHY FAMILIES ACT OF 2014 (HWHFA) 8. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") DEMAND FOR JURY TRIAL	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Victoria Danna, Esq. Efthalia S. Rofos, Esq. O'HAGAN MEYER 550 South Hope Street, 24th Floor Los Angeles, CA 90071 Telephone: (213) 647-1788 Email: vdanna@ohaganmeyer.com druelas@ohaganmeyer.com Trofos@Ohaganmeyer.com <i>Attorney for Defendants</i> <i>IT'S JUST US, LLC dba GROSSMAN'S NOSHERI & BAR</i>	
5.	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.

	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	By Electronic Transmission. I caused the documents to be sent from the email address tgesin@hhemplymentlaw.com on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on September 2, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

September 2, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)