

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Victoria B. Rivapalacio (State Bar #275115)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

victoria@bamlawca.com; deblouw@bamlawca.com

4 2255 Calle Clara

La Jolla, CA 92037

5 Telephone: (858)551-1223

Facsimile: (858) 551-1232

6 Website: www.bamlawca.com

7 *Attorneys for Plaintiff*

ELECTRONICALLY FILED

Superior Court of California,

County of Imperial

08/20/2026 at 11:51:40 AM

By: Mariana Gutierrez, Deputy Clerk

Assigned for All Purposes Including Trial To:

Hon. L. Brooks Anderholt

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF IMPERIAL**

10 ALEXIS FUENTES, on behalf of the State of
11 California, as a private attorney general,

12
13 Plaintiff,

14 vs.

15 BARRIOS FOODS, INC., a Corporation; and
16 DOES 1 through 50, inclusive,

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18 Defendants.
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Case No. ECU004923

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a),
226(a)(2), 226.7, 246, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision
5(A)-(B), and the applicable Wage
Order(s).

1 Plaintiff Alexis Fuentes (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against defendant Barrios Foods, Inc. (referred to
8 as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
9 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
10 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
11 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
12 underlying general and/or special damages for those violations, but simply the civil penalties
13 permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
15 for PAGA penalties *only*, which is the precise and sole nature of this action.

16 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
17 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
18 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
19 complaint should be construed as attempting to obtain any relief that would not be available in
20 a PAGA-only action.

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 THE PARTIES

25 5. Barrios Foods, Inc. (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT owns and operates fast food restaurants in California.
28

1 7. PLAINTIFF was employed by DEFENDANT in California from October of 2021
2 to December of 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
3 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
4 periods and payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 (“AGGRIEVED EMPLOYEES”) during the time period of April 1, 2025 until a date as
11 determined by the Court (the "PAGA PERIOD").

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
15 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7,
16 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
17 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
18 Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are
19 aggrieved employees within the meaning of Labor Code § 2699.

20 10. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27 50, inclusive, are responsible in some manner for one or more of the events and happenings
28 that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the

1 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
2 records.

3 13. State law provides that employees must be paid overtime and meal and rest
4 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
6 tied to specific elements of an employee's performance.

7 14. The second component of PLAINTIFF's and the AGGRIEVED
8 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
9 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
10 performance for DEFENDANT. The non-discretionary incentive program provided all
11 employees paid on an hourly basis with incentive compensation when the employees met the
12 various performance goals set by DEFENDANT. However, when calculating the regular
13 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
14 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
15 compensation as part of the employees' "regular rate of pay" for purposes of calculating
16 overtime pay and meal and rest break premium pay. Management and supervisors described
17 the incentive program to potential and new employees as part of the compensation package.
18 As a matter of law, the incentive compensation received by PLAINTIFF and the
19 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
20 do so has resulted in a underpayment of overtime compensation and meal and rest break
21 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

22 15. As a result of their rigorous work schedules, PLAINTIFF and the
23 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
24 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
25 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
26 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
27 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
28 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in

1 which these employees were required by DEFENDANT to work ten (10) hours of work.
2 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
3 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
4 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANT's corporate policy and practice.

6 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES were also required from time to time to work in excess of four (4) hours
8 without being provided ten (10) minute rest periods. Further, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
10 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
11 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
12 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
13 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
14 also not provided with one hour wages in lieu thereof. Additionally, the applicable
15 California Wage Order requires employers to provide employees with off-duty rest periods,
16 which the California Supreme Court defined as time during which an employee is relieved
17 from all work related duties and free from employer control. In so doing, the Court held that
18 the requirement under California law that employers authorize and permit all employees to
19 take rest period means that employers must relieve employees of all duties and relinquish
20 control over how employees spend their time which includes control over the locations
21 where employees may take their rest period. Employers cannot impose controls that prohibit
22 an employee from taking a brief walk - five minutes out, five minutes back. Here,
23 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
24 unconstrained walks and is unlawful based on DEFENDANT's rule which states
25 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
26 their rest period.

27 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these

1 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
2 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
3 all time worked, meaning the time during which an employee was subject to the control of
4 an employer, including all the time the employee was permitted or suffered to permit this
5 work. DEFENDANT required these employees to work off the clock without paying them
6 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
7 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
8 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeited time worked by working without their time being accurately
10 recorded and without compensation at the applicable minimum wage and overtime wage
11 rates. To the extent that the time worked off the clock does not qualify for overtime
12 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
13 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

14 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
16 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
17 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
21 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
22 during the pay period and the total hours worked, and the applicable pay period in which the
23 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
24 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
25 identify such information. More specifically, the wage statements failed to identify the
26 accurate total hours worked each pay period. When the hours shown on the wage statements
27 were added up, they did not equal the actual total hours worked during the pay period in
28 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this

1 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
2 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
3 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
4 statements which violated Cal. Lab. Code § 226.

5 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
6 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
7 the wages are paid not more than seven (7) calendar days following the close of the payroll
8 period. Cal. Lab. Code § 210 provides:

9 in [I]n addition to, and entirely independent and apart from, any other penalty provided
10 this article, every person who fails to pay the wages of each employee as provided in
11 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
12 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

13 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
14 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
15 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
16 wage payments.

17 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
18 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
19 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
20 employees earn non-discretionary remuneration, including, but not limited to, incentives,
21 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
22 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
23 their base rates of pay.

24 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
25 employees be calculated by dividing the employee’s total wages, not including overtime
26 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
27 days of employment.

1 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
2 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
3 earned non-discretionary incentive wages which increased their regular rate of pay.
4 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
5 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
6 required under Cal. Lab. Code Section 246.

7 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
8 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
9 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
10 believes and based thereon alleges that such failure to pay sick pay at regular rate was
11 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
12 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

13 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
15 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
16 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
17 2802, employers are required to indemnify employees for all expenses incurred in the course
18 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
19 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
20 employee in direct consequence of the discharge of his or her duties, or of his or her
21 obedience to the directions of the employer, even though unlawful, unless the employee, at
22 the time of obeying the directions, believed them to be unlawful."

23 26. In the course of their employment PLAINTIFF and the AGGRIEVED
24 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
3 incurred unreimbursed business expenses which included, but were not limited to, costs
4 related to the use of their personal cellular phones all on behalf of and for the benefit of
5 DEFENDANT.

6 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
7 terminated and DEFENDANT has not tendered payment of all wages owed as required by
8 law.

9 JURISDICTION AND VENUE

10 28. This Court has jurisdiction over this Action pursuant to California Code of
11 Civil Procedure, Section 410.10.

12 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
14 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
15 facilities in this County and/or conducts substantial business in this County, and (ii)
16 committed the wrongful conduct herein alleged in this County against AGGRIEVED
17 EMPLOYEES.

18 FIRST CAUSE OF ACTION

19 **For Violation of the Private Attorneys General Act**

20 **[Cal. Lab. Code §§ 2698]**

21 **(By PLAINTIFF and Against All Defendants)**

22 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
23 forth herein, the prior paragraphs of this Complaint.

24 31. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
26 the state's labor law enforcement agencies. An action to recover civil penalties under
27 PAGA is fundamentally a law enforcement action designed to protect the public and not to
28

1 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
2 but to create a means of "deputizing" citizens as private attorneys general to enforce the
3 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
4 public interest to allow aggrieved employees, acting as private attorneys general to recover
5 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
6 claims cannot be subject to arbitration.

7 32. PLAINTIFF, and such persons that may be added from time to time who
8 satisfy the requirements and exhaust the administrative procedures under the Private
9 Attorney General Act, brings this Representative Action on behalf of the State of California
10 with respect to all individuals who are or previously were employed by DEFENDANT in
11 California, including any employees staffed with DEFENDANT by a third party, and
12 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
13 period of April 1, 2025 until a date as determined by the Court (the "PAGA PERIOD").

14 33. On April 1, 2026, PLAINTIFF gave written notice by electronic mail to the
15 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
16 employer of the specific provisions of this code alleged to have been violated as required by
17 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
18 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
19 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
20 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
21 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

22 34. The policies, acts and practices heretofore described were and are an unlawful
23 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
24 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
25 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
26 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
27 required expenses, and (f) failed to provide wages when due, all in violation of the
28 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),

1 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
2 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
3 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
4 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
5 Attorney General Act of 2004 as the representative of the State of California for the illegal
6 conduct perpetrated on other AGGRIEVED EMPLOYEES.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
10 severally, as follows:

11 1. On behalf of the State of California and with respect to other AGGRIEVED
12 EMPLOYEES:

13 A) Recovery of civil penalties as prescribed by the Labor Code Private
14 Attorneys General Act of 2004; and,

15 B) An award of attorneys' fees and cost of suit, as allowable under the
16 law, including, but not limited to, pursuant to Labor Code §2699.

17 Dated: August 13, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
18

19 By: /s/ Nicholas De Blouw

20 Kyle R. Nordrehaug
21 Nicholas J. De Blouw

22 *Attorneys for Plaintiff*
23
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25
26

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1009

April 1, 2026
CA3836

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency BARRIOS FOODS, INC.
Online Filing

BARRIOS FOODS INC. III
2333 Camino Del Rio South, Ste 130
San Diego, CA 92108

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Alexis Fuentes (“Plaintiff”) and all other Aggrieved Employees of Barrios Foods, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Barrios Foods, Inc. in California, including any employees staffed with Barrios Foods, Inc. by a third party, and classified as non-exempt employees during the time period of April 1, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from October of 2021 to December of 2025. Plaintiff was classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked at all times. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, for all of their time spent working off the clock as described further below, and for business expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as a non-exempt crew member from October of 2021 to December of 2025 working at Defendant’s location at 1051 Imperial Ave., El Centro, CA 92243. Plaintiff’s job duties were to prepare the store for opening by checking

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2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

the expiration dates for toppings, sauce, and all other food items. Plaintiff also listed all toppings that needed to be refilled. Further, Plaintiff worked in the kitchen to prepare the pizzas and worked the front desk to take in orders. Whenever trucks came to Defendant's location with pizza ingredients, Plaintiff unloaded and stored each item. He also traveled to grocery stores and purchased any ingredients for the pizzas that were missing. Due to the strenuous nature of Plaintiff's job duties, Plaintiff was subjected to California Labor Code violations during his employment with Defendant.

First, during the PAGA Period, Plaintiff from time to time had his meal breaks interrupted and was unable to take his rest breaks in violation of Cal. Labor Codes Section 226.7, 512 & 1198. There were some instances where Plaintiff would be on his meal break but would have them interrupted by supervisors asking Plaintiff to end his meal break early. Either his supervisors would ask Plaintiff to start prep work for the pizzas or they would ask Plaintiff to check the expiration date of the ingredients while Plaintiff was on his meal break. Despite multiple meal and rest break violations due to Plaintiff's strenuous job duties, Defendant only paid one meal premium during the PAGA Period. See **Exhibit #2**.

Further, there were some instances Plaintiff would have to continue with his job duties after he was clocked out for the day. Plaintiff saw the screen of orders were full due to the high volume of orders that came in. Because of that, Plaintiff would clock out for the day but still help complete orders from time to time. There were also some instances where Plaintiff would be clocked out for his meal break but would have to go back to his job duties of prepping pizzas and checking the expiration dates for ingredients before his meal break was over. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. For example, as stated above, Plaintiff would work while he was supposed to be off the clock from time to time, and this time was not recorded on Plaintiff's wage statements. As a result, Defendant knowingly and intentionally failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). Defendant also violated 226(a)(2) as Defendant paid Plaintiff "Sick" payments but improperly included those hours in the Plaintiff's total hours worked during the pay period. Attached as **Exhibit #1** are true and correct copies of Plaintiff's wage statements for the pay periods from April 1, 2025 to April 15, 2025 and April 16, 2025 to April 30, 2025, showing improper inclusion of "Sick" payments in Plaintiff's total hours worked during those pay periods.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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Phone: (858) 551-1223

Fax: (858) 551-1232

Defendant also failed to include all non-discretionary compensation into the regular rate for purposes of calculating Plaintiff's correct overtime, meal break and sick pay rate during certain pay periods resulting in violations of Labor Code Sections 226.7, 246 and 510. For example, Plaintiff received a "**Delivery**" wage for instances where he delivered pizzas, but that payment was not factored into Plaintiff's regular rate and resulted in an underpayment of overtime, meal premium pay, and sick pay payments during that pay period which was in the PAGA Period. Attached as **Exhibit #2** is a true and correct copy of Plaintiff's wage statement for the pay period from October 16, 2025 to October 31, 2025, which shows the regular rate violation alleged above.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Lastly, Plaintiff was not reimbursed for business related expenses he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. Plaintiff used his personal cell phone to communicate with customers regarding orders. Plaintiff also used his personal cell phone to talk with his manager to determine what pizza ingredients were needed and to know which local schools Plaintiff needed to drop off large orders. Further, Plaintiff used his personal car to go to the store for missing ingredients and to drop off checks at a bank. Yet, Plaintiff was not reimbursed for these expenses he incurred.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT 1

Statement of Earnings For: Alexis Fuentes										Barrios Foods, Inc DBA Rally's Hamburgers & Pa													
Employee #: [REDACTED]		Store Location		4272		Period Begin:		4/1/2025		Check Date:		4/18/2025		2333 Camino Del Rio S, Ste 130 San Diego, CA 92108-3607 619-295-3119									
Clock Number:		Job Labor		170		Period End:		4/15/2025		Pay Type:		Hourly											
Company Id: SDBFI1		Federal Filing: [REDACTED]				Exemptions:				Additional Tax:													
Check Number		Check Amount		Gross Pay			Net Pay			Check Message													
116315		\$860.91		\$998.60			\$860.91																
EARNINGS		*Not included in Totals		^Hrs/Units = Units (Units not included in Totals)						TAXES			DEDUCTIONS										
Description		Rate		Hrs/Units		Dollars		YTD		Hrs/Unit		YTD		Dollars		Description		Current		YTD			
Hourly Regular		20.0000		44.93		898.60		434.10		8,682.00		SOC SEC EE		61.91		571.55		401K		0.00		328.80	
Sick		20.0000		5.00		100.00		18.25		365.00		MED EE		14.48		133.67							
Overtime @ 1.5						0.00		3.54		106.20		FEDERAL WH		37.36		401.45							
Delivery						0.00		1.58		25.28		CALIFORNIA WH		11.96		116.50							
Tips						0.00		0.00		40.04		CALIFORNIA SDI		11.98		110.62							
*SH Match						0.00		0.00		328.80													

Barrios Foods, Inc DBA Rally's Hamburgers & Papa John's Pizza
2333 Camino Del Rio S, Ste 130
San Diego, CA 92108-3607
619-295-3119

CHECK DATE	CHECK NUMBER
4/18/2025	116315

CHECK AMOUNT
*****\$860.91

Alexis Fuentes

NOT NEGOTIABLE

Employee Pay Details

Barrios Foods, Inc DBA Rally's Hamburgers & Papa John's Pizza

Alexis Fuentes

For Pay Period: 4/1/2025 - 4/15/2025

Pay Date: 4/18/2025

Earning	Rate	Hours	Dollars	Store Location	Job Labor
Hourly Regular	20.0000	44.93	898.60	Papa Johns 4272	Driver
Sick	20.0000	5.00	100.00	Papa Johns 4272	Driver
		49.93	998.60		

Statement of Earnings For: Alexis Fuentes										Barrios Foods, Inc DBA Rally's Hamburgers & Pa													
Employee #: [REDACTED]		Store Location		4272		Period Begin:		4/16/2025		Check Date:		5/5/2025		2333 Camino Del Rio S, Ste 130 San Diego, CA 92108-3607 619-295-3119									
Clock Number:		Job Labor		170		Period End:		4/30/2025		Pay Type:		Hourly											
Company Id: SDBFI1		Federal Filing:		[REDACTED]		Exemptions:				Additional Tax:													
Check Number		Check Amount		Gross Pay		Net Pay		Check Message															
116405		\$538.06		\$617.40		\$538.06																	
EARNINGS		*Not included in Totals		^Hrs/Units = Units (Units not included in Totals)		TAXES			DEDUCTIONS														
Description		Rate		Hrs/Units		Dollars		YTD		Hrs/Unit		YTD		Dollars		Description		Current		YTD			
Hourly Regular		20.0000		22.98		459.60		457.08		9,141.60		SOC SEC EE		38.28		609.83		401K		24.70		353.50	
Overtime @ 1.5		30.0000		0.26		7.80		3.80		114.00		MED EE		8.95		142.62							
Sick		20.0000		7.50		150.00		25.75		515.00		FEDERAL WH		0.00		401.45							
Delivery						0.00		1.58		25.28		CALIFORNIA WH		0.00		116.50							
Tips						0.00		0.00		40.04		CALIFORNIA SDI		7.41		118.03							
*SH Match						0.00		0.00		328.80													
Total:		30.74		617.40		488.21		9,835.92		Total:		54.64		1,388.43		Total:		24.70		353.50			
LEAVE ACCRUAL										DISTRIBUTION OF NET PAY													
Accrual Type		Starting		Accrued		Used		Available															
CA Sick		5.75		0.77		7.50		-1.75															

Employee Pay Details

Barrios Foods, Inc DBA Rally's Hamburgers & Papa John's Pizza

Alexis Fuentes

For Pay Period: 4/16/2025 - 4/30/2025

Pay Date: 5/5/2025

Earning	Rate	Hours	Dollars	Store Location	Job Labor
Hourly Regular	20.0000	22.98	459.60	Papa Johns 4272	Driver
Overtime @ 1.5	30.0000	0.26	7.80	Papa Johns 4272	Driver
Sick	20.0000	7.50	150.00	Papa Johns 4272	Driver
		30.74	617.40		

EXHIBIT 2

Statement of Earnings For: Alexis Fuentes							Barrios Foods, Inc DBA Rally's Hamburgers & Pa					
Employee #:		Store Location	4272	Period Begin:	10/16/2025	Check Date:	11/5/2025	2333 Camino Del Rio S, Ste 130 San Diego, CA 92108-3607 619-295-3119				
Clock Number:		Job Labor	170	Period End:	10/31/2025	Pay Type:	Hourly					
Company Id:	SDBFI1	Federal Filing:		Exemptions:		Additional Tax:						
		State Filing:		Exemptions:		Additional Tax:						
Check Number		Check Amount		Gross Pay		Net Pay		Check Message				
117413		\$989.06		\$1,178.84		\$989.06						
EARNINGS		*Not included in Totals		^Hrs/Units = Units (Units not included in Totals)		TAXES			DEDUCTIONS			
Description	Rate	Hrs/Units	Dollars	YTD	Hrs/Unit	YTD Dollars	Description	Current	YTD	Description	Current	YTD
Hourly Regular	20.0000	52.69	1,053.80		960.14	19,202.80	SOC SEC EE	73.09	1,261.47	ICON	13.00	117.00
Overtime @ 1.5	30.0000	0.12	3.60		4.76	142.80	MED EE	17.09	295.02	401K	0.00	328.80
Sick	20.0000	4.00	80.00		39.25	785.00	FEDERAL WH	56.52	728.11			
Delivery	16.0000	1.34	21.44		7.87	125.92	CALIFORNIA WH	15.93	216.80			
Meal Penalty	20.0000	1.00	20.00		1.00	20.00	CALIFORNIA SDI	14.15	244.16			
Tips			0.00		0.00	69.73						
*SH Match			0.00		0.00	328.80						

Barrios Foods, Inc DBA Rally's Hamburgers & Papa
John's Pizza
2333 Camino Del Rio S, Ste 130
San Diego, CA 92108-3607
619-295-3119

CHECK DATE	CHECK NUMBER
11/5/2025	117413

CHECK AMOUNT
*****\$989.06

Alexis Fuentes

NOT NEGOTIABLE

Employee Pay Details

Barrios Foods, Inc DBA Rally's Hamburgers & Papa John's Pizza

Alexis Fuentes

For Pay Period: 10/16/2025 - 10/31/2025

Pay Date: 11/5/2025

Earning	Rate	Hours	Dollars	Store Location	Job Labor
Hourly Regular	20.0000	52.69	1,053.80	Papa Johns 4272	Driver
Overtime @ 1.5	30.0000	0.12	3.60	Papa Johns 4272	Driver
Sick	20.0000	4.00	80.00	Papa Johns 4272	Driver
Delivery	16.0000	1.34	21.44	Papa Johns 4272	Driver
Meal Penalty	20.0000	1.00	20.00	Papa Johns 4272	Driver
		59.15	1,178.84		