

GOULD & ASSOCIATES
A PROFESSIONAL LAW CORPORATION
17822 E. 17TH STREET, SUITE 106
CENTRE BUILDING
TUSTIN, CALIFORNIA 92780
TELEPHONE (714) 669-2850
FACSIMILE (714) 544-0800

October 25, 2018

Labor and Workforce Development Agency
Via Electronic Filing

CERTIFIED MAIL
Jack In The Box, Inc.
9330 Balboa Ave.
San Diego, Ca 92123

Re: Employer Jack In The Box, Inc. with Respect to Employee Delia Venegas and other
aggrieved employees

On behalf of our client, aggrieved employee, Delia Venegas, we hereby provide you with written notice, pursuant to Labor Code Section 2699 *et seq.*, of Jack In The Box's violations of the provisions of the Labor Code relating to record keeping, minimum wages, overtime wages, meal and rest breaks, and paycheck stubs. The relevant facts and bases for recovery are summarized below.

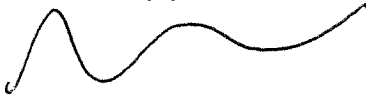
Venegas commenced work for Jack In The Box, Inc. on or about October 11, 2017. Venegas is paid on an hourly basis. Venegas works for Jack In The Box as a team leader. Venegas was not always provided with a thirty (30) minute uninterrupted meal period when she worked over five (5) hours. Venegas believes that other hourly workers likewise failed to receive uninterrupted meal periods. Venegas also was required to perform her tasks and was not authorized and permitted to take a ten (10) minute rest break every four (4) hours of work. Venegas believes other hourly workers did not receive meal and rest periods in accordance with the law when they worked. Venegas and aggrieved employees were never paid an hour of pay when they were not provided a meal and/or rest period. Moreover, often times management changed Venegas' timecard to reflect a meal period when she was not provided one. Venegas is informed and believes that other aggrieved employees likewise had their time altered to reflect meal periods when no meal period was provided. Venegas is therefore owed minimum wages and overtime wages for the time a meal period was edited on her timecard by management even though she was working. Venegas' paycheck stubs also are incorrect because the paycheck stubs fail to include premiums for meal and rest periods and proper hours of work. Venegas believes that other hourly workers likewise received incorrect paycheck stubs because the stubs failed to include premiums for meal and rest periods.

Accordingly, Jack In The Box, Inc. violated the following provisions of California law:

- a. California Labor Code § 1174 and § 1174.5 by failing to keep accurate records for Venegas and other hourly workers;
- b. California Labor Code §§ 201-204 and 210 by failing to pay all wages for due and owing at the time of termination and/or quitting to Venegas and other hourly workers;
- c. California Labor Code § 226 *et seq.*, including 226.3, by failing to provide accurate semimonthly itemized statements to hourly workers including, Venegas;
- d. IWC Wage Order and/or Labor Code §§ 226.7 and § 512 by failing to provide meal and rest periods as stated above;
- e. IWC Wage Orders, California Labor Code §§ 510, 1194, 1197, and 1197.1.

The Labor and Workforce Development Agency hereby is requested to notify me within 60 days whether it will conduct an investigation into this matter.

Very truly yours,

A handwritten signature in black ink, consisting of a series of connected loops and curves, representing the name Michael A. Gould.

Michael A. Gould
Attorney for Plaintiffs