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January 6, 2020

**VIA ONLINE SUBMISSION**

California Labor and Workforce Development Agency  
Attn: PAGA Administrator

**VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

Agent for Service of Process for OC Dough, Inc.:  
Fouad Tarazi  
4 Cresetmont Ct  
Ladera Ranch, CA 92694

Re: Efrain Penaloza v. OC Dough, Inc.

Dear Labor and Workforce Development Agency and OC Dough, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by OC Dough, Inc. ("OC Dough") and the facts and theories in support of said allegations. This firm represents Efrain Penaloza ("Claimant"); we hereby notify you that Claimant intends to seek penalties against OC Dough under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on behalf of himself and all other aggrieved employees.

**Specific Provisions of the California Labor Code Allegedly Violated by OC Dough**

The specific provisions of the Labor Code allegedly violated by OC Dough and the provisions under which Claimant submits this correspondence include the following: §§ 201-203, 204, 210, 226, 226.3, 226.7, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2800, and 2802.

**Facts and Theories Supporting the Allegations Against OC Dough**

Claimant and other aggrieved employees worked for OC Dough as non-exempt employees in California. Claimant was employed by OC Dough as a non-exempt employee in California within the past year. Claimant's responsibilities included, among other things, customer service for OC Dough's customers, and driving and delivering pizzas.

During the past year, OC Dough failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other

aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because OC Dough required its employees to work through their meal periods, called employees back from meal periods, failed to schedule enough coverage, or otherwise interrupted meal periods, and as a result, the meal periods were missed, late, short, and/or interrupted. Aggrieved employees worked over 10 hours in some instances and were entitled to a second meal period, but were not provided a second meal period for the same reasons stated herein. When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, OC Dough violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Additionally, OC Dough failed to authorize or permit 10 minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required to work through their rest periods, were not authorized to take their rest periods, were discouraged from taking their rest periods, and/or were not scheduled to be relieved by other employees at the appropriate intervals to receive all rest periods. Aggrieved employees worked over 10 hours in some instances and were entitled to a third rest period, but were not provided a third rest period for the same reasons stated herein. When Claimant and other aggrieved employees did not receive rest periods, OC Dough violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Further, Claimant and other aggrieved employees incurred necessary business-related expenses as a direct consequence of the discharge of their duties. Claimant and aggrieved employees incurred business expenses related to the use of their personal vehicles and cellular phones, in the performance of the job duties required by OC Dough. OC Dough violated Labor Code §§ 2800 and 2802 by failing to fully reimburse Claimant and other aggrieved employees for these business expenses.

OC Dough failed to pay Claimant and other aggrieved employees at least the legal minimum wage for all hours worked (in violation of Labor Code sections 558, 1182.12, 1194, 1194.2, 1197, and 1198) due to OC Dough's policy and practice of interrupting Claimant's and other aggrieved employees' meal periods without paying them for the time worked during these interrupted meal periods, and requiring them to complete deliveries off-the-clock. To the extent such work entitled aggrieved employees to pay at the legal minimum wage or at the overtime rate of pay, OC Dough failed to pay Claimant and other aggrieved employees all wages owed for these hours. OC Dough did not pay overtime wages for all overtime hours worked at Claimant's and other aggrieved employees' overtime pay rate, including, but not limited to, hours worked in excess of eight hours in a day, 12 hours in a day, 40 hours in a week, and/or hours worked on a seventh consecutive day (in violation of Labor Code sections 510, 1194, and 1198).

As a result of, and in addition to, these actions, OC Dough violated Labor Code sections 226 and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be

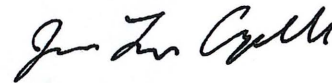
aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Similarly, OC Dough violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, OC Dough violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with OC Dough (in violation of Labor Code sections 201-203, 204, and 210).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Attached hereto and incorporated herein is the class action complaint Claimant intends to file in the Superior Court, on behalf of herself and all other aggrieved employees. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, et seq., after the minimum required review period elapses.

Thank you for your assistance on this issue. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,  
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure(s)  
Class Action Complaint