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February 19, 2021

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SOCAL FOOD GROUP, LP d/b/a Del Taco

Dear Sir or Madam:

The undersigned represents Ms. Maria Isabel Milar and Ms. Maria Rodriguez, former employees of Socal Food Group, LP, d/b/a Del Taco ("Del Taco"), on behalf of aggrieved employees currently and formerly employed in the State of California by Del Taco. The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802.

Ms. Milar worked for Del Taco as a non-exempt, hourly Shift Manager from approximately 2018 through July 2020 at Del Taco's location at 1155 B. Street, San Diego, California 92101.

Ms. Rodriguez worked for Del Taco as a non-exempt, hourly Assistant Manager from approximately December 2018 through July 2020 at Del Taco's location at 1155 B. Street, San Diego, California 92101.

Del Taco operates restaurants and has multiple locations throughout California.

Del Taco violated Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order 5-2001, by failing to pay Ms. Milar, Ms. Rodriguez, and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked. Ms. Milar and Ms. Rodriguez and other aggrieved employees were required to perform both pre-shift and post-shift activities off-the-clock due to understaffing and Del Taco's strict adherence to a labor budget that would not approve overtime pay.

For example, once per week Ms. Milar had to work approximately 15 minutes off-the-clock prior to her shift starting because the previous shift was behind on their tasks. Further, approximately twice per week Ms. Milar had to work 30-45 minutes off-the-clock after her shift ended closing the store or processing food deliveries that had been delivered late.

In the case of Ms. Rodriguez, she had to work one hour prior to her shift approximately three to four times per week in order to prepare the store. This includes cleaning the store and cooking area, preparing food and condiments, conducting inventory, and making sure the registers were balanced. Approximately three to four times per week, Ms. Rodriguez had to spend 10-15 minutes performing unpaid post shift activities completing closing tasks including the taking out the trash and cleaning the restaurant.

On information and belief, other aggrieved employees also had to perform the same or similar tasks off-the-clock both pre- and post-shift.

In addition, Del Taco violated Labor Code §§ 1198 and 1199 and IWC Wage Order 5-2001 by failing to pay Ms. Milar, Ms. Rodriguez and other aggrieved employees reporting time pay. On numerous occasions during their employment, Del Taco sent Ms. Milar and Ms. Rodriguez home after working only two hours on a shift scheduled for eight hours. They were only paid for two hours of work and were not paid reporting time pay. On information and belief, other aggrieved employees also were not paid reporting time pay.

Del Taco violated Labor Code §§ 226.7, 512, 1198 and 1199, and IWC Wage Order 5-2001 by failing to provide Ms. Milar and Ms. Rodriguez and other aggrieved employees with adequate meal periods. Ms. Milar and Ms. Rodriguez missed their meal periods approximately 3-4 times per week as there were only two employees working the entire store. Further, they were not allowed to leave the store for meal breaks on the night shift due to safety concerns of only having one employee in the store at a time. In addition, Ms. Rodriguez worked numerous shifts over 10 hours and did not receive a second meal period. Further, Del Taco did not pay Ms. Milar and Ms. Rodriguez premium pay for these violations. On information and belief, other aggrieved employees also failed to receive timely meal periods of at least 30 minutes in length and did not receive premium pay for meal period violations.

Del Taco violated Labor Code §§ 226.7, 1198 and 1199, and IWC Wage Order 5-2001 by failing to authorize and permit Ms. Milar and Ms. Rodriguez and other aggrieved employees to take adequate rest breaks. Ms. Milar estimates that she only received one rest break per month. Ms. Rodriguez estimates that she only received five rest breaks during the entirety of her employment. Ms. Milar and Ms. Rodriguez did not receive premium pay for any of these rest break violations. Similarly, other aggrieved employees also did not receive their legally required rest breaks and were not paid premium pay for such violations.

Due to the violations described above, Ms. Milar and Ms. Rodriguez and other aggrieved employees did not receive all wages in a timely manner as required by Labor Code § 204. Moreover, those who no longer are employed by Del Taco did not receive all wages due at the time of discharge, a violation of Labor Code §§ 201, 202, and 203. They still are owed unpaid minimum and overtime wages for the unpaid work described above, as well as reporting time pay and premium pay for missed/short meal periods and rest breaks.

Ms. Milar and Ms. Rodriguez and other aggrieved employees received itemized wage statements that failed to comply with Labor Code § 226(a). The wage statements issued to Ms. Milar and Ms. Rodriguez and other aggrieved employees did not show the correct amount of correct gross wages earned and hours worked as they are missing the unpaid minimum and overtime wages as described above. In doing so, Del Taco has violated Labor Code §§ 226(a) and 226.3.

Del Taco violated Labor Code § 2802 by failing to reimburse Ms. Milar, Ms. Rodriguez and other aggrieved employees for their business expenses incurred at Del Taco's direction. Del Taco occasionally had off-site meetings and did not reimburse mileage for travel to and from these meetings. Further, Mr. Rodriguez and Ms. Milar's General Manager would frequently telephone them on their cellular telephones for updates. Ms. Rodriguez was telephoned almost every day for updates and the conversations would last approximately 5-10 minutes. The general manager would text Ms. Milar approximately three times a week to check in on the status of the restaurant. Del Taco did not reimburse Ms. Milar, Ms. Rodriguez, and other aggrieved employees for their business expenses.

Notice to Del Taco of Attempt to Settle this Dispute:

This notice shall represent Ms. Milar's and Ms. Rodriguez's reasonable attempt to settle this dispute with Del Taco prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Del Taco of Ms. Milar's and Ms. Rodriguez's mentioned grievances and the proposed remedies as detailed below, while affording Del Taco a reasonable opportunity to meet Ms. Milar's and Ms. Rodriguez's demands.

Demand is hereby made that Del Taco shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Del Taco shall comply with all California labor and employment laws and ensure that all non-exempt employees are given required meal periods and rest breaks.
2. Del Taco shall pay Ms. Milar, Ms. Rodriguez, and all other hourly employees employed California at any time during the past 48 months back pay and compensation, reporting time pay, and out-of-pocket business expenses for all of the above-referenced violations.

3. Del Taco shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the meal periods required by Labor Code §§ 226.7, 512, 1198, and 1199 and IWC Wage Order 5-2001, § 11.

4. Del Taco shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 5-2001, § 12.

5. Del Taco shall pay waiting time penalties equal to 30 days of pay to each former non-exempt employee who was not paid all wages due as described herein.

6. Del Taco shall pay accrued interest to all employees on all sums owed (other than penalties) at the rate of ten percent per annum.

7. Del Taco shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).

8. Del Taco shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA, Labor Code §§ 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802.

Conclusion:

If you have any questions, please feel free to telephone me at (415) 543-1305. In addition, should Del Taco wish to discuss resolution of the issues raised in this letter, they should direct counsel to contact me at the same telephone number.

Thank you for your attention to this matter.

Sincerely,



ROBERT SPENCER

cc: Socal Food Group, LP
Attn: Legal Dept
Attn: Omar Boukai, Registered Agent for Service of Process
32 Edelman
Irvine, California 92618
Return receipt No: 7018 3090 0000 4429 2739