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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

MAY 28 2021

By 
LACHONDRA RICHARDSON, DEPUTY

7 Attorneys for Plaintiffs Katherine Gonzalez Elias
and Jacqueline Santa Cruz
8

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN BERNARDINO**

12 KATHERINE GONZALEZ ELIAS and
13 JAQUELINE SANTA CRUZ, as aggrieved
employees pursuant to the Private Attorneys
14 General Act ("PAGA"), on behalf of the
State of California and other aggrieved
15 employees,

16 Plaintiffs,

17 vs.

18 VALLARTA FOOD ENTERPRISES, INC.,
a California corporation; VALLARTA
19 PROPERTIES, LLC, a California limited
liability company; DANIEL FOOD
20 ENTERPRISES, INC., a California
corporation; GONZALEZ FOOD
21 ENTERPRISES, INC., a California
corporation; MERCADO FOOD
22 ENTERPRISES, INC., a California
corporation; and DOES 1 through 10,
23 inclusive,

24 Defendants.
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Case No.: **CIV SB 2113768**

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiffs Katherine Gonzalez Elias and Jacqueline Santa Cruz, as aggrieved employees
2 and on behalf of the State of California and all other non-party Aggrieved Employees, allege as
3 follows:

4 JURISDICTION AND VENUE

5 1. This is an enforcement action under the Labor Code Private Attorneys General
6 Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) to recover civil penalties
7 and any other available relief on behalf of Plaintiffs, the State of California, and other current
8 and former employees who worked for Defendants in California as non-exempt, hourly paid
9 employees and against whom one or more violations of any provision in Division 2 Part 2
10 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the
11 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth
12 in this complaint, at any time between one year prior to the filing of the pre-filing written notices
13 to the Labor and Workforce Development Agency (“LWDA”) in this case on March 23, 2021,
14 until judgment (“non-party Aggrieved Employees”). Plaintiffs’ share of civil penalties sought
15 in this action does not exceed \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional notions
23 of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this
24 action given that the State of California, as the real party in interest in this action, is not a
25 “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726
26 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated
27 to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiffs’ share of the civil penalties

1 attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons within the
3 County of San Bernardino, and employed Plaintiff Gonzalez Elias within this county, and have
4 violated the requirements of the California Labor Code and applicable Wage Order in this
5 county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393.
6 Specifically, Defendants have violated the requirements of the California Labor Code and
7 applicable Wage Order in at least one store within the County of San Bernardino, including
8 Defendants' store in Victorville (12351 Mariposa Road, Victorville, CA 92395). Pursuant to
9 California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty
10 imposed by statute in the county in which the cause, or some part of the cause, arose. Because
11 Defendants have employees in San Bernardino County and Plaintiffs could bring this action to
12 recover penalties in San Bernardino County, venue is proper. *Crestwood Behavioral Health,*
13 *Inc. v. Superior Court of Alameda County*, 60 Cal.App.5th 1069 (2021).

14 5. California Labor Code sections 2698, *et seq.*, the "Labor Code Private Attorneys
15 General Act of 2004" ("PAGA"), authorize aggrieved employees to sue as private attorneys
16 general their current or former employers for various civil penalties for violations of various
17 provisions in the California Labor Code.

18 THE PARTIES

19 6. Plaintiff Katherine Gonzalez Elias is a resident of Long Beach, in Los Angeles
20 County, California. Defendants employed Plaintiff Gonzalez Elias as an hourly paid, non-
21 exempt Assistant Bakery Manager from approximately January 2016 to June 2020. Most
22 recently, Plaintiff Gonzalez Elias worked for Defendants at their supermarket in Whittier,
23 California (Store #50). During her employment, Plaintiff Gonzalez Elias typically worked eight
24 (8) or more hours per day and six (6) days per week. Plaintiff Gonzalez Elias's primary job
25 duties included, without limitation, preparing bread, inputting online food orders, attending to
26 customers, unloading ingredients from pallets, and cleaning and maintaining the bakery
27 premises.

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1 7. Plaintiff Jacqueline Santa Cruz is a resident of Hesperia, in San Bernardino
2 County, California. Defendants employed Plaintiff Santa Cruz as an hourly paid, non-exempt
3 Creamery Dispatcher from approximately March 2016 to May 2020. Plaintiff Santa Cruz
4 worked for Defendants at their supermarket in Victorville, California (Store #22). During her
5 employment, Plaintiff Santa Cruz typically worked eight (8) hours per day and five (5) days per
6 week. Plaintiff Santa Cruz's primary job duties included, without limitation, taking and
7 preparing customer food orders; conducting inventory; disposing of trash; and cleaning the
8 walls, floors, and cooking equipment in her department.

9 8. On information and belief, Defendants required some employees, including
10 Plaintiffs, to execute a dispute resolution policy and/or arbitration agreement at the time of their
11 hire or during their employment. On further information and belief, Defendants' dispute
12 resolution policy and/or arbitration agreement was and is both procedurally and substantively
13 unconscionable. Specifically, Defendants presented employees with a Mutual Agreement to
14 Arbitrate ("Arbitration Agreement"), which had to be reviewed and acknowledged immediately.
15 Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration
16 Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or
17 leave-it basis. Furthermore, Defendants did not set forth in the agreement or otherwise provide
18 employees with the rules which will govern the arbitration, instead forcing employees to seek
19 this information out on their own.

20 9. VALLARTA FOOD ENTERPRISES, INC. was and is, upon information and
21 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
22 employees are engaged throughout this county, the State of California, or the various states of
23 the United States of America.

24 10. VALLARTA PROPERTIES, LLC was and is, upon information and belief, a
25 California limited liability company, and at all times hereinafter mentioned, an employer whose
26 employees are engaged throughout this county, the State of California, or the various states of
27 the United States of America.

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1 11. DANIEL FOOD ENTERPRISES, INC. was and is, upon information and belief,
2 a California corporation, and at all times hereinafter mentioned, an employer whose employees
3 are engaged throughout this county, the State of California, or the various states of the United
4 States of America.

5 12. GONZALEZ FOOD ENTERPRISES, INC. was and is, upon information and
6 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
7 employees are engaged throughout this county, the State of California, or the various states of
8 the United States of America.

9 13. MERCADO FOOD ENTERPRISES, INC. was and is, upon information and
10 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
11 employees are engaged throughout this county, the State of California, or the various states of
12 the United States of America.

13 14. Plaintiffs are unaware of the true names or capacities of the Defendants sued
14 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend
15 the complaint and serve such fictitiously named Defendants once their names and capacities
16 become known.

17 15. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
18 were the partners, agents, owners, or managers of VALLARTA FOOD ENTERPRISES, INC.;
19 VALLARTA PROPERTIES, LLC; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ
20 FOOD ENTERPRISES, INC.; and MERCADO FOOD ENTERPRISES, INC. at all relevant
21 times.

22 16. Plaintiffs are informed and believe, and thereon allege, that each and all of the
23 acts and omissions alleged herein was performed by, or is attributable to, VALLARTA FOOD
24 ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; DANIEL FOOD ENTERPRISES,
25 INC.; GONZALEZ FOOD ENTERPRISES, INC.; MERCADO FOOD ENTERPRISES, INC.;
26 and/or DOES 1 through 10 (collectively, “Defendants” or “VALLARTA”), each acting as the
27 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other
28 co-Defendants and was acting within the course and scope of such agency, employment, joint

1 venture, or concerted activity with legal authority to act on the others' behalf. The acts of any
2 and all Defendants were in accordance with, and represent, the official policy of Defendants.

3 17. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 18. Plaintiffs are informed and believe, and thereon allege, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

10 19. Under California law, Defendants are jointly and severally liable as employers
11 for the violations alleged herein because they have each exercised sufficient control over the
12 wages, hours, working conditions, and employment status of Plaintiffs and other non-party
13 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiffs and other non-
14 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
15 of employment, determined their rate of pay, and maintained their employment records.
16 Defendants suffered or permitted Plaintiffs and other non-party Aggrieved Employees to work
17 and/or "engaged" Plaintiffs and other non-party Aggrieved Employees so as to create a
18 common-law employment relationship. As joint employers of Plaintiffs and other non-party
19 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
20 available to Plaintiffs and other non-party Aggrieved Employees under the law.

21 20. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
22 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and other
23 non-party Aggrieved Employees because Defendants have:

- 24 a. jointly exercised meaningful control over the work performed by
25 Plaintiffs and other non-party Aggrieved Employees;
- 26 b. jointly exercised meaningful control over Plaintiffs' and other non-party
27 Aggrieved Employees' wages, hours, and working conditions, including
28 the quantity, quality standards, speed, scheduling, and operative details

1 of the tasks performed by Plaintiffs and other non-party Aggrieved
2 Employees;

- 3 c. jointly required that Plaintiffs and other non-party Aggrieved Employees
4 perform work which is an integral part of Defendants' businesses; and
5 d. jointly exercised control over Plaintiffs and other non-party Aggrieved
6 Employees as a matter of economic reality in that Plaintiffs and other non-
7 party Aggrieved Employees were dependent on Defendants, who shared
8 the power to set the wages of Plaintiffs and other non-party Aggrieved
9 Employees and determined their working conditions, and who jointly
10 reaped the benefits from the underpayment of their wages and
11 noncompliance with other statutory provisions governing their
12 employment.

13 21. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
14 there has existed a unity of interest and ownership between Defendants such that any
15 individuality and separateness between the entities has ceased.

16 22. VALLARTA FOOD ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC;
17 DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.;
18 MERCADO FOOD ENTERPRISES, INC.; and/or DOES 1 through 10 are therefore alter egos
19 of each other.

20 23. Adherence to the fiction of the separate existence of Defendants would permit an
21 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
22 liability for the wrongful acts committed by them under the name VALLARTA.

23 24. Plaintiffs further allege, upon information and belief, that Defendants
24 VALLARTA FOOD ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; DANIEL
25 FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; and MERCADO
26 FOOD ENTERPRISES, INC. are alter egos of each other for the following reasons:

- 27 (a) On the California Secretary of State's website
28 (<https://businesssearch.sos.ca.gov/>) VALLARTA FOOD

1 ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; DANIEL
2 FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES,
3 INC.; and MERCADO FOOD ENTERPRISES, INC. have the same
4 entity address and entity mailing address, “12881 BRADLEY
5 AVE[NUE], SYLMAR, CA 91342,” and agent for service of process,
6 “ENRIQUE GONZALEZ JR;”

7 (b) According to their most recent “Statement of Information” forms filed
8 with the California Secretary of State, VALLARTA FOOD
9 ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; DANIEL
10 FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES,
11 INC.; and MERCADO FOOD ENTERPRISES, INC. share the same
12 officers and/or managers, including, but not limited to:

- 13 i. Enrique Gonzalez Jr., who serves as Chief Executive Officer
14 and a Director of VALLARTA FOOD ENTERPRISES, INC.;
15 DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD
16 ENTERPRISES, INC.; and MERCADO FOOD
17 ENTERPRISES, INC. and as a Manager of VALLARTA
18 PROPERTIES, LLC;
- 19 ii. Alfredo Gonzalez, who serves as Secretary and a Director of
20 VALLARTA FOOD ENTERPRISES, INC.; DANIEL FOOD
21 ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES,
22 INC.; and MERCADO FOOD ENTERPRISES, INC. and as
23 Chief Financial Officer of DANIEL FOOD ENTERPRISES,
24 INC.; GONZALEZ FOOD ENTERPRISES, INC.; and
25 MERCADO FOOD ENTERPRISES, INC.; and
- 26 iii. Enrique Gonzalez [Sr.], who serves as a Director of
27 VALLARTA FOOD ENTERPRISES, INC.; DANIEL FOOD
28 ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES,

INC.; and MERCADO FOOD ENTERPRISES, INC.; and

(c) On information and belief, VALLARTA FOOD ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; and MERCADO FOOD ENTERPRISES, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

25. Defendants own and operate approximately one half of all Vallarta Supermarkets, a chain of specialty supermarkets focused on Latin foods and ingredients. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Sylmar, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

26. In particular, Plaintiffs and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

27. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Sylmar, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiffs and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner

1 throughout the State of California, regardless of the manner in which each employee's
2 employment ends.

3 28. Defendants continue to employ non-exempt or hourly paid employees in
4 California.

5 29. Plaintiffs are informed and believe, and thereon allege, that at all times herein
6 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
7 advisors knowledgeable about California labor and wage law, employment and personnel
8 practices, and about the requirements of California law.

9 30. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and other
10 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
11 were not recorded.

12 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
14 receive certain wages for overtime compensation and that they were not receiving certain wages
15 for overtime compensation.

16 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that other non-party Aggrieved Employees were entitled to be paid at a
18 regular rate of pay, and corresponding overtime rate of pay, that included as eligible income all
19 remuneration required by law, including but not limited to, all income derived from incentive
20 pay, nondiscretionary bonuses, and/or other forms of compensation.

21 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
23 receive at least minimum wages for compensation and that they were not receiving at least
24 minimum wages for work that was required to be done off-the-clock. In violation of the
25 California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not paid at
26 least minimum wages for work done off-the-clock.

27 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
28 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to

1 meal periods in accordance with the California Labor Code and applicable IWC Wage Order or
2 payment of one (1) additional hour of pay at their regular rates of pay when they were not
3 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and other
4 non-party Aggrieved Employees were not provided with all meal periods or payment of one (1)
5 additional hour of pay at their regular rates of pay when they did not receive a timely,
6 uninterrupted, thirty (30) minute meal period.

7 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
9 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
10 payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 authorized and permitted to take a compliant rest period. In violation of the Labor Code,
12 Plaintiffs and other non-party Aggrieved Employees were not authorized and permitted to take
13 compliant rest periods, nor did Defendants provide Plaintiffs and other non-party Aggrieved
14 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
15 they were not authorized and permitted to take a compliant rest period.

16 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
18 receive complete and accurate wage statements in accordance with California law. In violation
19 of the California Labor Code, Plaintiffs and other non-party Aggrieved Employees were not
20 provided complete and accurate wage statements.

21 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
24 knowingly, and intentionally failed to do so.

25 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
27 timely payment of all wages earned upon termination of employment. In violation of the
28 California Labor Code, Plaintiffs and other non-party Aggrieved Employees did not receive

1 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
2 and/or meal and rest period premiums, within permissible time periods.

3 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and other non-party Aggrieved Employees were entitled to
5 timely payment of wages during their employment. In violation of the California Labor Code,
6 Plaintiffs and other non-party Aggrieved Employees did not receive payment of all wages,
7 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
8 premiums, within permissible time periods.

9 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
10 should have known that they had a duty to cover the costs and expenses other non-party
11 Aggrieved Employees incurred obtaining mandatory examinations and/or drug tests, but
12 willfully, knowingly, and intentionally failed to do so.

13 41. Plaintiffs is informed and believe, and thereon alleges, that Defendants knew or
14 should have known that Plaintiffs and/or other non-party Aggrieved Employees were entitled
15 to suitable seating and/or were entitled to sit when it did not interfere with the performance of
16 their duties and also have seats nearby to use during a lull in tasks that do require moving about
17 or standing.

18 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that other non-party Aggrieved Employees were entitled to receive full
20 reimbursement for all business-related expenses and costs they incurred during the course and
21 scope of their employment and that they did not receive full reimbursement of applicable
22 business-related expenses and costs incurred.

23 43. Plaintiffs are informed and believe, and thereon allege, that at all times herein
24 mentioned, Defendants knew or should have known that they had a duty to compensate
25 Plaintiffs and other non-party Aggrieved Employees for all hours worked, and that Defendants
26 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
27 failed to do so, and falsely represented to Plaintiffs and other non-party Aggrieved Employees
28 that they were properly denied wages, all in order to increase Defendants' profits.

1 44. At all times herein set forth, PAGA provides that any provision of law under the
2 California Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
3 assessed and collected by the LWDA for violations of the California Labor Code and applicable
4 IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
5 brought on behalf of themselves and other current or former employees pursuant to procedures
6 outlined in California Labor Code section 2699.3.

7 45. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the alleged
9 violations was committed.”

10 46. Plaintiffs and other current and former employees of Defendants are “aggrieved
11 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
12 or former employees and one or more of the alleged violations were committed against them.

13 47. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
14 employee, including Plaintiffs, may pursue a civil action arising under PAGA after the
15 following requirements have been met:

16 (a) The aggrieved employee shall give written notice by online filing
17 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
18 the employer of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support
20 the alleged violations.

21 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
22 2699.3(a) and any employer response to that notice shall be accompanied
23 by a filing fee of seventy-five dollars (\$75).

24 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar days
27 of the postmark date of the Employee’s Notice. Upon receipt of the
28 LWDA Notice, or if the LWDA Notice is not provided within sixty-five

1 (65) calendar days of the postmark date of the Employee's Notice, the
2 aggrieved employee may commence a civil action pursuant to California
3 Labor Code section 2699 to recover civil penalties in addition to any other
4 penalties to which the employee may be entitled.

5 48. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
6 through Plaintiffs, may pursue a civil action arising under PAGA for violations of any provision
7 other than those listed in Section 2699.5 after the following requirements have been met:

8 (a) The aggrieved employee or representative shall give written notice by
9 online filing to the LWDA and by certified mail to the employer of
10 the specific provisions of the California Labor Code alleged to have
11 been violated (other than those listed in Section 2699.5), including the
12 facts and theories to support the alleged violation.

13 (b) An aggrieved employee's notice filed with the LWDA pursuant to
14 2699.3(c) and any employer response to that notice shall be
15 accompanied by a filing fee of seventy-five dollars (\$75).

16 (c) The employer may cure the alleged violation within thirty-three (33)
17 calendar days of the postmark date of the notice. The employer shall
18 give written notice by certified mail within that period of time to the
19 aggrieved employee or representative and the agency if the alleged
20 violation is cured, including a description of actions taken, and no
21 civil action pursuant to Section 2699 may commence. If the alleged
22 violation is not cured within the 33-day period, the employee may
23 commence a civil action pursuant to Section 2699.

24 49. On March 23, 2021, Plaintiff Gonzalez Elias provided written notice by online
25 filing to the LWDA and by certified mail to Defendants of the specific provisions of the
26 California Labor Code alleged to have been violated, including facts and theories to support the
27 alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Gonzalez
28 Elias's written notice was accompanied with the applicable filing fee of seventy-five dollars

1 (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff Gonzalez Elias's
2 written notice and assigned Plaintiff Gonzalez Elias PAGA Case Number LWDA-CM-826744-
3 21. A true and correct copy of Plaintiff Gonzalez Elias's written notice to the LWDA and
4 Defendants dated March 23, 2021, is attached hereto as "Exhibit 1."

5 50. On March 23, 2021, Plaintiff Santa Cruz provided written notice by online filing
6 to the LWDA and by certified mail to Defendants of the specific provisions of the California
7 Labor Code alleged to have been violated, including facts and theories to support the alleged
8 violations, in accordance with California Labor Code section 2699.3. Plaintiff Santa Cruz's
9 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
10 LWDA PAGA Administrator has confirmed receipt of Plaintiff Santa Cruz's written notice and
11 assigned Plaintiff Santa Cruz PAGA Case Number LWDA-CM-826750-21. A true and correct
12 copy of Plaintiff Santa Cruz's written notice to the LWDA and Defendants dated March 23,
13 2021, is attached hereto as "Exhibit 2."

14 51. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
15 sent the initial LWDA Notices described above, and the LWDA has not responded that it intends
16 to investigate Plaintiffs' claims, and Defendants have not cured the violations.

17 52. Thus, Plaintiffs have satisfied the administrative prerequisites under California
18 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
19 violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510,
20 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

21 53. Labor Code section 558(a) provides "[a]ny employer or other person acting on
22 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
23 provision regulating hours and days of work in any order of the Industrial Welfare Commission
24 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
25 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
26 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
27 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)
28 provides "[t]he civil penalties provided for in this section are in addition to any other civil or

1 criminal penalty provided by law.” Plaintiffs, acting in the public interest as private attorneys
2 general, seek assessment and collection of civil penalties under Labor Code section 558 for
3 themselves, all other non-party Aggrieved Employees, and the State of California against
4 Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable
5 IWC wage order. Plaintiffs, acting in the public interest as private attorneys general, do not
6 seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations
7 of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

8 54. Defendants, at all times relevant to this complaint, were employers or persons
9 acting on behalf of an employer(s) who violated Plaintiffs’ and other non-party Aggrieved
10 Employees’ rights by violating various sections of the California Labor Code as set forth above.

11 55. As set forth below, Defendants have violated numerous provisions of both the
12 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
13 Order.

14 56. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
15 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiffs, acting in the public interest as private
16 attorneys general, seek assessment and collection of civil penalties for themselves, all other
17 non-party Aggrieved Employees, and the State of California against Defendants for violations
18 of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516,
19 1174(d), 1182.12, 1194, 1197, 1198, and 2802

20 **FIRST CAUSE OF ACTION**

21 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

22 **(Against all Defendants)**

23 57. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 58. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
27 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5, 226(a),
28 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits

aggrieved employees, including Plaintiffs, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

59. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other non-party Aggrieved Employees with all required overtime pay and failure to properly calculate the overtime rates paid to other non-party Aggrieved Employees, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiffs and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;

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- (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination, as set forth below;
- (h) Violation of Labor Code section 222.5 for failure to compensate other non-party Aggrieved Employees for mandatory physical examinations and/or drug testing as set forth below;
- (i) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiffs and/or other non-party Aggrieved Employees, as set forth below; and
- (j) Violation of Labor Code section 2802 for failure to reimburse other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

60. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

61. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

62. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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1 63. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiffs and other non-party Aggrieved Employees working more than twelve
3 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
4 An employee's regular rate of pay includes all remuneration for employment paid to, or on
5 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

6 64. California Labor Code section 510 codifies the right to overtime compensation
7 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
8 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
9 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
10 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
11 the seventh (7th) day of work.

12 65. During the relevant time period, Defendants willfully failed to pay all overtime
13 wages owed to Plaintiffs and other non-party Aggrieved Employees. During the relevant time
14 period, Plaintiffs and other non-party Aggrieved Employees were not paid overtime premiums
15 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
16 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
17 not recorded.

18 66. First, upon information and belief, Defendants had, and continue to have, a
19 company-wide policy and/or practice of strictly staffing their supermarkets based on the labor
20 hours allocated by corporate for each location. For example, on information and belief,
21 Defendants limited the allocation of labor hours for their supermarkets based on certain sales
22 metrics, but this allotment was insufficient to staff each store during its hours of operation, meet
23 customer demand, and provide adequate meal period coverage. Defendants' uniform use of
24 labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure
25 to provide Plaintiff Gonzalez Elias and other non-party Aggrieved Employees with adequate
26 meal period coverage, because there were too few employees on duty to handle the workload
27 and attend to customers. Defendants also had a practice of failing to adhere to a schedule of
28 meal periods, which further caused Plaintiff Gonzalez Elias and other non-party Aggrieved

1 Employees to not be relieved of their duties for compliant meal periods. As a result of this lack
2 of meal period coverage, Plaintiff Gonzalez Elias and other non-party Aggrieved Employees
3 were not always afforded 30-minute meal periods during shifts when they were entitled to
4 receive a meal period. For example, at least four (4) times per week, Plaintiff Gonzalez Elias
5 would work through her meal periods entirely because she was the only employee staffed in her
6 department during closing shifts.

7 67. Moreover, upon information and belief, because Defendants frowned upon
8 employees accruing meal period penalties, Defendants pressured Plaintiffs and other non-party
9 Aggrieved Employees to clock out for meal periods and/or adjusted employee time records to
10 reflect compliant meal periods, regardless of whether they had received a compliant meal
11 period, in order to strictly limit meal penalties that Defendants would otherwise owe. In
12 addition, Defendants' company-wide timekeeping system prevented Plaintiffs and other non-
13 party Aggrieved Employees from recording all hours worked when their meal periods were
14 shortened or interrupted, because the system prevented employees from clocking back in from
15 meal periods until at least 30 minutes had elapsed. For example, when Plaintiff Gonzalez Elias
16 was interrupted by her supervisors during her meal periods and tasked with searching for
17 products, she was unable to clock back in and record this time worked. Thus, Defendants'
18 timekeeping system prevented Plaintiffs and other non-party Aggrieved Employees from
19 recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

20 68. Second, during the relevant period, upon information and belief, Defendants had,
21 and continue to have, a company-wide policy of discouraging and impeding Plaintiff Santa Cruz
22 and other non-party Aggrieved Employees from recording hours worked that were outside of
23 their scheduled shifts in order to limit the amount of overtime employees could accrue. On
24 information and belief, this policy of limiting overtime, coupled with Defendants' use of labor
25 budgets and assignment of heavy workloads, led Plaintiff Santa Cruz and other non-party
26 Aggrieved Employees to work off-the-clock before and after their scheduled shift times. For
27 example, Plaintiff Santa Cruz was forced to spend 7-8 minutes before and after her shifts
28 donning and doffing protective wear or uniforms, such as an apron, hard hat, and butcher's coat,

1 that Defendants required her to wear while completing her work-related duties. At all times,
2 Plaintiff Santa Cruz and other non-party Aggrieved Employees remained under the control of
3 Defendants. Defendants could have recorded this off-the-clock work, but refused to do so to
4 avoid paying Plaintiff Santa Cruz and other non-party Aggrieved Employees overtime wages.

5 69. Third, Defendants had, and continue to have, a company-wide policy and/or
6 practice of requiring other non-party Aggrieved Employees to perform tasks off-the-clock, such
7 as completing and obtaining work-related certifications and trainings. As a condition of
8 continuing their employment with Defendants, other non-party Aggrieved Employees were
9 required to obtain specific certifications, such as a California Food Handler Card, but were not
10 paid for this time. For example, other non-party Aggrieved Employees spent four (4) hours
11 completing the training for this certification. Thus, Defendants failed to track the time other
12 non-party Aggrieved Employees spent completing and obtaining mandatory certifications, and
13 other non-party Aggrieved Employees received no compensation for this time.

14 70. Defendants knew or should have known that as a result of these company-wide
15 practices and/or policies, Plaintiffs and other non-party Aggrieved Employees were performing
16 assigned duties off-the-clock during meal periods and/or before and after their shifts, and were
17 suffered or permitted to perform work for which they were not paid. Because Plaintiffs and
18 other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more or forty
19 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.
20 Therefore, Plaintiffs and other non-party Aggrieved Employees were not paid overtime wages
21 for all of the overtime hours they actually worked.

22 71. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
23 correct overtime rate for the recorded overtime hours that they generated. In addition to an
24 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
25 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
26 California Labor Code, Defendants failed to incorporate all compensation, including incentive
27 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
28 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times

1 when other non-party Aggrieved Employees worked overtime and received these other forms
2 of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
3 required.

4 72. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees
5 the balance of overtime compensation as required by California law, violates the provisions of
6 California Labor Code sections 510 and 1198. Plaintiffs and other non-party Aggrieved
7 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
8 and/or 2699(a), (f), and (g).

9 **FAILURE TO PAY MINIMUM WAGES**

10 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

11 73. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
12 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
13 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
14 Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which
15 an employee is subject to the control of an employer, and includes all the time the employee is
16 suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8,
17 § 11070(2)(G) (defining "Hours Worked").

18 74. First, as stated above, on information and belief, due to Defendants' company-
19 wide practice of utilizing labor budgets, assignment of heavy workloads, failure to adhere to a
20 schedule of meal periods, and subsequent lack of meal period coverage, Plaintiff Gonzalez Elias
21 and other non-party Aggrieved Employees were impeded from taking all uninterrupted meal
22 periods to which they were entitled and were required to work off-the-clock. Moreover, as
23 stated, in order to prevent employees from accruing meal period penalties, upon information
24 and belief, Defendants' management pressured employees to clock out for meal periods and/or
25 adjusted employee time records to reflect compliant meal periods, but required them to continue
26 working, time for which they were not paid.

27 75. Also, as set forth above, Defendants systematically failed to pay Plaintiffs and
28 other non-party Aggrieved Employees for actual hours worked during unpaid meal periods,

1 because Defendants' timekeeping system locked out Plaintiffs and other non-party Aggrieved
2 Employees for at least 30 minutes when they clocked out for a meal period.

3 76. Second, as stated above, during the relevant time period, as a result of
4 Defendants' policy of limiting the amount of overtime employees could accrue, Plaintiff Santa
5 Cruz and other non-party Aggrieved Employees were forced to work off-the-clock before and
6 after their scheduled shift start and end times to complete their work-related tasks, such as
7 donning and doffing protective wear or uniforms. In addition, as set forth above, Defendants
8 also required other non-party Aggrieved Employees to complete trainings and obtain work-
9 related certifications off-the-clock, but did not compensate them for this time.

10 77. Third, Defendants implemented, on a company-wide basis, an employer-imposed
11 requirement that other non-party Aggrieved Employees undergo a mandatory drug test and/or
12 physical examination upon hiring. At all times, Defendants were in control of scheduling the
13 date and time for the testing and/or examinations, selecting the provider/facility where the
14 testing and/or examinations were to take place, and determining the scope of the testing and/or
15 examinations. Defendants gave other non-party Aggrieved Employees strict instructions to
16 obtain drug testing and/or physical examinations, and other non-party Aggrieved Employees
17 underwent the testing and/or examinations for the sole benefit of Defendants. Other non-party
18 Aggrieved Employees were required to travel in their own personal vehicles or obtain alternate
19 transportation and spend time undergoing Defendants' mandatory drug testing and/or physical
20 examinations. However, Defendants did not compensate other non-party Aggrieved Employees
21 for the time they spent traveling to and from the medical facilities and for the time they spent
22 undergoing the drug testing and/or physical examinations.

23 78. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiffs
24 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
25 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
26 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
27 1197, and 1198.

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79. Defendants' failure to pay Plaintiffs and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

80. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiffs' and other non-party Aggrieved Employees' employment by Defendants.

81. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

82. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

83. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

84. As stated above, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing their locations due to labor budgeting, which, combined with the assignment of heavy workloads and failure to adhere to a schedule of meal periods, has

1 resulted in a lack of meal period coverage and prevented Plaintiff Gonzalez Elias and other non-
2 party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they
3 were entitled. Moreover, as stated, upon information and belief, because Defendants frowned
4 upon employees accruing meal period penalties, Defendants' management pressured employees
5 to clock out for meal periods and/or adjusted employee time records to reflect compliant meal
6 periods, regardless of whether they had received a compliant meal period, in order to strictly
7 limit meal penalties that would need to be paid by Defendants. Furthermore, as stated,
8 Defendants' company-wide timekeeping system prevented Plaintiffs and other non-party
9 Aggrieved Employees from recording all hours worked when their meal periods were shortened
10 or interrupted, because the system locked out Plaintiffs and other non-party Aggrieved
11 Employees once they clocked out for a meal period, and would not permit them to clock back
12 in from a meal period until at least 30 minutes had elapsed. For example, as stated, when
13 Plaintiff Gonzalez Elias was interrupted by her supervisors during her meal periods and tasked
14 with locating products, she was not able to clock back in to record this noncompliant meal
15 period.

16 85. Defendants' practices and policies prevented Plaintiffs and other non-party
17 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
18 a result, Plaintiffs and other non-party Aggrieved Employees were forced to work in excess of
19 five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to
20 forgo their meal periods altogether. For example, as stated, at least four (4) times per week,
21 Plaintiff Gonzalez Elias would work through meal periods entirely because she was the only
22 employee staffed in her department during closing shifts. As a further example, when Plaintiff
23 Santa Cruz was in the process of assisting customers, she was unable to take her meal periods
24 until after her fifth hour of work.

25 86. Additionally, Defendants did not provide Plaintiff Gonzalez Elias and other non-
26 party Aggrieved Employees with second 30-minute meal periods on days that they worked in
27 excess of ten (10) hours in one day. During her employment, Plaintiff Gonzalez Elias worked
28 shifts in excess of ten (10) or more hours per day, but was not provided second 30-minute meal

1 periods. Plaintiff Gonzalez Elias and other non-party Aggrieved Employees did not sign valid
2 meal period waivers on days that they were entitled to meal periods and were not relieved of all
3 duties.

4 87. Furthermore, Defendants had a company-wide policy of requiring all newly hired
5 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
6 the position that non-exempt, hourly paid employees had waived their rights to first and/or
7 second meal periods for the entirety of their employment and, on that basis, did not provide
8 them with all meal periods to which they were entitled. Defendants' company-wide use of
9 blanket meal period waivers, signed at or near the time of hire, discouraged and impeded
10 Plaintiffs and other non-party Aggrieved Employees from taking all first and/or second meal
11 periods to which they were entitled.

12 88. Defendants knew or should have known that as a result of its policies and/or
13 practices, that Plaintiffs and other non-party Aggrieved Employees were not actually relieved
14 of all duties to take timely, uninterrupted meal periods. Defendants further knew or should have
15 known that it did not pay Plaintiffs and other non-party Aggrieved Employees meal period
16 premiums when meal periods were missed, late, short, and/or interrupted.

17 89. Furthermore, Defendants engaged in a company-wide practice and/or policy of
18 not paying all meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiffs and other non-party Aggrieved Employees
20 have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to
21 the extent that Defendants did pay other non-party Aggrieved Employees premium pay for
22 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
23 Employees at the correct rate of pay for premiums because Defendants systematically failed to
24 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
25 other forms of remuneration, in the regular rate of pay.

26 90. Thus, Defendants failed to provide Plaintiffs and other non-party Aggrieved
27 Employees compliant meal periods and failed to pay the full meal period premiums due.
28 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code

1 sections 226.7, 512(a), 516, and 1198. Plaintiffs and other non-party Aggrieved Employees are
2 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a),
3 (f), and (g).

4 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

5 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

6 91. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and other
8 non-party Aggrieved Employees' employment by Defendants.

9 92. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3½) hours.

15 93. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest periods
18 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
19 must "relinquish any control over how employees spend their break time, and relieve their
20 employees of all duties—including the obligation that an employee remain on call. A rest
21 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
22 257, 269-270 (2016).

23 94. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(c), Plaintiffs and other non-party Aggrieved Employees are entitled to recover from
25 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
26 required rest period was not authorized and permitted.

27 95. During the relevant time period, Defendants regularly failed to authorize and
28 permit Plaintiffs and other non-party Aggrieved Employees to take a ten (10) minute rest period

1 per each four (4) hour period worked or major fraction thereof. As with meal periods,
2 Defendants' company-wide practices, including utilizing labor budgets and assigning heavy
3 workloads, prevented Plaintiffs and other non-party Aggrieved Employees from being relieved
4 of all duty to take their rest periods. Additionally, Defendants failed to schedule rest periods,
5 which, coupled with Defendants' failure to provide adequate rest period coverage, further led
6 to Plaintiffs and other non-party Aggrieved Employees not being authorized and permitted to
7 take compliant rest periods.

8 96. Furthermore, upon information and belief, Defendants maintained a company-
9 wide on-premises rest period policy, which mandated that Plaintiffs and other non-party
10 Aggrieved Employees remain on Defendants' premises during their rest periods. Because
11 Plaintiffs and other non-party Aggrieved Employees were restricted from leaving the premises
12 during rest periods, they were denied the ability to use their rest periods freely for their own
13 purposes, such as running personal errands. Thus, Defendants effectively maintained control
14 over Plaintiffs and other non-party Aggrieved Employees during rest periods.

15 97. As a result of Defendants' practices and policies, Plaintiffs and other non-party
16 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
17 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
18 entitled. For example, Plaintiff Gonzalez Elias had to forego her rest periods altogether due to
19 a lack of rest period coverage. As a further example, Plaintiff Santa Cruz missed her rest periods
20 2-3 times per week, and had her rest periods interrupted and cut short by requests from her
21 supervisors over the intercom system.

22 98. Defendants also have engaged in a company-wide practice and/or policy of not
23 paying all rest period premiums owed when compliant rest periods are not authorized and
24 permitted. Alternatively, to the extent that Defendants did pay other non-party Aggrieved
25 Employees one (1) additional hour of premium pay for missed rest periods, Defendants did not
26 pay other non-party Aggrieved Employees at the correct rate of pay for premiums because
27 Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary
28 bonuses, and/or other forms of remuneration, in the regular rate of pay.

1 99. Defendants' conduct violates the applicable IWC Wage Order and California
2 Labor Code sections 226.7, 516, and 1198. Plaintiffs and other non-party Aggrieved Employees
3 are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
4 2699(a), (f), and (g).

5 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
6 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

7 100. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and address
10 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
11 and all applicable rates of pay.

12 101. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiffs and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
14 wage statements. For example, Defendants issued uniform wage statements to Plaintiffs and
15 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours
16 worked; net wages earned; and all applicable hourly rates in effect during the pay period,
17 including overtime rates of pay, and the corresponding number of hours worked at each hourly
18 rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

19 102. Because Defendants did not record the time Plaintiffs and other non-party
20 Aggrieved Employees spent working off-the-clock and deducted time from their records for
21 meal periods that were interrupted and/or missed (and therefore time for which they should have
22 been paid), Defendants did not list the correct amount of gross wages and net wages earned by
23 Plaintiffs and other non-party Aggrieved Employees in compliance with section 226(a)(1) and
24 section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the
25 total number of hours worked by Plaintiffs and other non-party Aggrieved Employees, in
26 violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during
27 the pay period and the corresponding accurate number of hours worked at each hourly rate, in
28 violation of section 226(a)(9).

103. Furthermore, because Defendants did not calculate other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime, Defendants did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, Defendants also failed to list the correct amount of net wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

104. The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

105. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Plaintiffs and other non-party Aggrieved Employees, in violation of section 1198. As stated, Defendants engaged in a company-wide practice and/or policy of falsifying Plaintiffs' and other non-party Aggrieved Employees' time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Plaintiffs and other non-party Aggrieved Employees. Furthermore, in light of Defendants' failure to provide Plaintiff Gonzalez Elias and

1 other non-party Aggrieved Employees with second 30-minute meal periods to which they were
2 entitled, Defendants kept no records of meal start and end times for second meal periods.

3 106. California Labor Code section 1174(d) provides that “[e]very person employing
4 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
5 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
8 applicable piece rate paid to, employees employed at the respective plants or
9 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
10 civil penalty if they fail to maintain accurate and complete records as required by section
11 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
12 Defendants willfully failed to maintain accurate payroll records for Plaintiffs and other non-
13 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto as
14 a result of failing to record the off-the-clock hours that they worked.

15 107. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
16 and 1198. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover
17 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

18 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

19 **VIOLATION OF LABOR CODE SECTION 204**

20 108. At all relevant times herein set forth, California Labor Code section 204 requires
21 that all wages earned by any person in any employment between the 1st and the 15th days,
22 inclusive, of any calendar month, other than those wages due upon termination of an employee,
23 are due and payable between the 16th and the 26th day of the month during which the labor was
24 performed. Labor Code section 204 further provides that all wages earned by any person in any
25 employment between the 16th and the last day, inclusive, of any calendar month, other than
26 those wages due upon termination of an employee, are due and payable between the 1st and the
27 10th day of the following month.

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109. At all relevant times herein, California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all relevant times herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

110. During the relevant time period, Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within the time periods specified by California Labor Code section 204.

111. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

FAILURE TO PAY WAGES UPON TERMINATION

VIOLATION OF LABOR CODE SECTIONS 201 AND 202

112. At all times relevant herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

113. On information and belief, Defendants have a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff Gonzalez Elias was terminated on or about June 26, 2020. However, Defendants did not make her final paycheck available to her until July 1, 2020.

114. In addition, Defendants willfully failed to pay Plaintiffs and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages

1 set forth above, including but not limited to, overtime wages, minimum wages, and meal and
2 rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their
3 leaving Defendants' employ.

4 115. Defendants' failure to pay Plaintiffs and those non-party Aggrieved Employees
5 who are no longer employed by Defendants their wages earned and unpaid at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
7 California Labor Code sections 201 and 202. Plaintiffs and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256
9 and/or 2699(a), (f), and (g).

10 **FAILURE TO PAY COSTS OF MEDICAL OR PHYSICAL EXAMINATION**

11 **VIOLATION OF LABOR CODE SECTION 222.5**

12 116. At all relevant times herein, California Labor Code section 222.5 requires
13 employers to pay for the costs an employee incurs for obtaining any required medical or physical
14 examination.

15 117. During the relevant time period, Defendants implemented, on a company-wide
16 basis, an employer-imposed requirement that other non-party Aggrieved Employees undergo
17 mandatory drug testing and/or physical examinations upon hiring, but required them to do so at
18 their own expense. As stated, Defendants had a company-wide policy requiring that other non-
19 party Aggrieved Employees travel to a specified medical facility on their own time and use their
20 own means of transportation to undergo drug testing and/or physical examinations. At all times,
21 Defendants were in control of scheduling the date and time for the testing and/or examinations,
22 selecting the provider/facility where the testing and/or examinations were to take place, and
23 determining the scope of the testing and/or examinations. However, Defendants did not
24 compensate other non-party Aggrieved Employees for the time they spent traveling to and from
25 the medical facilities, for the time they spent undergoing the drug testing and/or physical
26 examinations, or reimburse them for the travel expenses they incurred getting to and from the
27 medical facilities.

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118. Defendants' policy and/or practice of not paying for all costs other non-party Aggrieved Employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5. Other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE SUITABLE SEATING
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS, TITLE 8, SECTION 11070(14)(A)**

119. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful."

120. California Code of Regulations, Title 8, section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

121. Plaintiffs allege that Defendants' California supermarkets are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool by other non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could provide other non-party Aggrieved Employees with a seat or stool at their cash wraps, but instead denied them seating and forced other non-party Aggrieved Employees to stand throughout the day.

122. Other non-party Aggrieved Employees spent a substantial portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashiering duties can reasonably be accomplished from a seated position. However, Defendants systematically, and on a company-wide basis, do not provide seats or stools at or near cash wraps, forcing other non-party Aggrieved Employees to stand throughout their work shifts.

1 123. During the relevant time period, Defendants violated California Labor Code
2 section 1198 and California Code of Regulations, Title 8, section 11070(14)(A), because other
3 non-party Aggrieved Employees were not allowed to sit, even when it would not have interfered
4 with the performance of their duties, nor were they provided with suitable seats. Defendants’
5 management did not inform other non-party Aggrieved Employees that they were allowed to sit
6 down, provide any means for them to sit down, or mention any policy regarding sitting.

7 124. As a result of Defendants’ company-wide policy and/or practice of prohibiting
8 employees from sitting during their shifts and company-wide failure to provide suitable seating,
9 other non-party Aggrieved Employees were forced to stand during shifts and denied seats.
10 Defendants’ failure to provide suitable seating to other non-party Aggrieved Employees
11 violated and continues to violate California Labor Code section 1198 and IWC Wage Order 7-
12 2001, subdivision 14(A).

13 125. Other non-party Aggrieved Employees are therefore entitled to recover civil
14 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

15 **FAILURE TO PROVIDE SUITABLE SEATING**
16 **VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF**
17 **REGULATIONS, TITLE 8, SECTION 11070(14)(B)**

18 126. At all relevant times herein, California Labor Code section 1198 makes it illegal
19 to employ an employee under conditions of labor that are prohibited by the applicable wage
20 order. California Labor Code section 1198 requires that “. . . the standard conditions of labor
21 fixed by the commission shall be the . . . standard conditions of labor for employees. The
22 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

23 127. California Code of Regulations, Title 8, section 11070(14)(B) provides that
24 “[w]hen employees are not engaged in the active duties of their employment and the nature of
25 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
26 proximity to the work area and employees shall be permitted to use such seats when it does not
27 interfere with the performance of their duties.”

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1 128. During the relevant time period, Defendants violated California Labor Code
2 section 1198 and California Code of Regulations, Title 8, section 11070(14)(B), because
3 Plaintiffs and other non-party Aggrieved Employees were not allowed to sit, even during lulls
4 in their work duties, nor were they provided with suitable seats in reasonable proximity to their
5 work areas.

6 129. As stated, on information and belief, Defendants' California supermarkets are
7 generally similar in their layout and design and there was, and continues to be, space near their
8 work areas (with reasonable or no modification to these work areas) to allow for the presence
9 and use of a seat or stool by Plaintiffs and other non-party Aggrieved Employees during lulls in
10 operation. Defendants could have provided Plaintiffs and other non-party Aggrieved
11 Employees with a seat or stool in their work areas, but instead denied employees seating and
12 forced Plaintiffs and other non-party Aggrieved Employees to stand throughout the day.

13 130. Defendants did not provide Plaintiffs and other non-party Aggrieved Employees
14 with seats or stools in reasonable proximity to their work areas to allow them to use seats when
15 it would not interfere with the performance of their duties for times when they were not engaged
16 in active duties that require standing. In other words, to the extent Plaintiffs and other non-
17 party Aggrieved Employees engaged in duties in which the nature of the work required standing,
18 Defendants denied them the use of suitable seats nearby during lulls in their work duties.
19 Moreover, Defendants did not inform Plaintiffs and other non-party Aggrieved Employees of
20 their rights to a seat or stool under California law.

21 131. As a result of Defendants' company-wide policy and/or practice prohibiting
22 employees from sitting at any time, even when they were not engaged in active duties requiring
23 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
24 Plaintiffs and other non-party Aggrieved Employees were forced to stand during shifts and
25 denied seats. Defendants' failure to provide suitable seating to Plaintiffs and other non-party
26 Aggrieved Employees violated and continues to violate California Labor Code section 1198 and
27 IWC Wage Order 7-2001, subdivision 14(B).

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132. Plaintiffs and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

VIOLATION OF LABOR CODE SECTION 2802

133. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

134. First, Defendants had a company-wide policy of requiring other non-party Aggrieved Employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, Defendants required other non-party Aggrieved Employees to drive to other supermarkets owned by Defendants to obtain ingredients, such as spices and flour. Although Defendants required other non-party Aggrieved Employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, Defendants did not reimburse them for their travel expenses.

135. Additionally, as stated, Defendants had a company-wide policy of requiring other non-party Aggrieved Employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, Defendants were in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations

1 were to take place, and determining the scope of the testing and/or physical examinations.
2 Although Defendants required other non-party Aggrieved Employees to use their own vehicles
3 or obtain alternate transportation to undergo drug testing and/or physical examinations,
4 Defendants never reimbursed them for their travel expenses.

5 136. Second, as stated, Defendants, on a company-wide basis, required other non-
6 party Aggrieved Employees to obtain and pay for certain certifications, such as a California
7 Food Handler Card, that were required for their continued employment, as well as associated
8 costs such as training and/or examination fees. On information and belief, Defendants had a
9 uniform policy of requiring employees to obtain certifications within two (2) weeks of hire if
10 they wanted to continue their employment with Defendants. For example, other non-party
11 Aggrieved Employees spent \$25 to obtain this certification. Thus, Defendants failed to
12 reimburse other non-party Aggrieved Employees for all of the costs of obtaining these
13 certifications, including training and/or examination fees.

14 137. Defendants could have provided other non-party Aggrieved Employees with the
15 actual tools for use on the job, such as company vehicles, to be used for fulfilling work-related
16 tasks. Or, Defendants could have reimbursed employees for the costs of their mileage; travel;
17 and certification, training, and/or examination fees. Instead, Defendants passed these operating
18 costs off onto other non-party Aggrieved Employees.

19 138. Defendants' company-wide policy and/or practice of passing on their operating
20 costs to other non-party Aggrieved Employees violates California Labor Code section 2802.
21 Defendants have intentionally and willfully failed to reimburse other non-party Aggrieved
22 Employees for necessary business-related expenses and costs.

23 139. Other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

25 **REQUEST FOR JURY TRIAL**

26 Plaintiffs request a trial by jury.

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1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against
3 Defendants, jointly and severally, as follows:

4 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
5 (\$25,000). Plaintiffs reserve the right to amend their prayer for relief to seek a different amount.

6 **As to the First Cause of Action**

7 2. That the Court declare, adjudge and decree that Defendants violated the
8 following California Labor Code provisions as to Plaintiffs and/or other non-party Aggrieved
9 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
10 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
11 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
12 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
13 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages
14 during employment); 201 and 202 (by failing to timely pay all earned wages upon termination);
15 222.5 (by failing to compensate for mandatory physical examinations and/or drug testing); 1198
16 and the applicable IWC Wage Order (by failing to provide suitable seating); and 2802 (by failing
17 to reimburse business expenses);

18 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
19 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201,
20 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516 1174(d), 1182.12, 1194, 1197, 1198, and
21 2802;

22 4. For attorneys' fees and costs pursuant to California Labor Code section
23 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
24 Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
25 1182.12, 1194, 1197, 1198, and 2802;

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- 5. For pre-judgment and post-judgment interest as provided by law; and
- 6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 28, 2021

Respectfully submitted,
Capstone Law APC

By: 
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Daniel Jonathan
Trisha K. Monesi

Attorneys for Plaintiffs Katherine Gonzalez
Elias and Jacqueline Santa Cruz

EXHIBIT “1”



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March 23, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Katherine Gonzalez Elias v. Vallarta Food Enterprises, Inc., et al.*

Dear PAGA Administrator:

This office represents Katherine Gonzalez Elias in connection with her claims under the California Labor Code. Ms. Gonzalez Elias was an employee of VALLARTA FOOD ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; CANELO ENTERPRISES, INC.; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; JOYA FOOD ENTERPRISES, INC.; MERCADO FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and/or ZIXTA ENTERPRISES, INC. For the purpose of this letter, Ms. Gonzalez Elias collectively refers to these entities as "VALLARTA."

The employers may be contacted directly at the addresses below:

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342

JOYA FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331

GONZALEZ MANAGEMENT COMPANY, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331

Ms. Gonzalez Elias intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Gonzalez Elias seeks relief on behalf of herself, the State of California, and other persons who are or were employed by VALLARTA as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

VALLARTA employed Ms. Gonzalez Elias as an hourly paid, non-exempt Assistant Bakery Manager from approximately January 2016 to June 2020 (Store # V50). Ms. Gonzalez Elias worked for VALLARTA at its supermarket in Whittier, California. During her employment, Ms. Gonzalez Elias typically worked eight (8) hours or more per day and six (6) days per week, from 1:30 p.m. to 10:00 p.m. At the time Ms. Gonzalez Elias's employment with VALLARTA ended, she earned approximately \$15.65 per hour. Her job duties included, without limitation, preparing bread, inputting online food orders, attending to customers, unloading ingredients from pallets, and cleaning and maintaining the bakery premises.

VALLARTA committed one or more of the following Labor Code violations against Ms. Gonzalez Elias, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

VALLARTA's Company-Wide and Uniform Payroll and HR Practices

VALLARTA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; JOYA FOOD ENTERPRISES, INC.; MERCADO FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. are California corporations. VALLARTA PROPERTIES, LLC is a California limited liability company. Together, VALLARTA owns and operates a chain of specialty supermarkets focused on Latin foods and ingredients. Upon information and belief, VALLARTA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Sylmar or Pacoima, California for all non-exempt, hourly paid employees

¹ These facts, theories, and claims are based on Ms. Gonzalez Elias's experience and counsel's review of those records currently available relating to Ms. Gonzalez Elias's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Gonzalez Elias reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

working for VALLARTA in California, including Ms. Gonzalez Elias and other aggrieved employees. At all relevant times, VALLARTA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Gonzalez Elias and other aggrieved employees, regardless of its location or position.

Upon information and belief, VALLARTA maintains a centralized Payroll department at its corporate headquarters in Sylmar or Pacoima, California which processes payroll for all non-exempt, hourly paid employees working for VALLARTA in California, including Ms. Gonzalez Elias and other aggrieved employees. Further, VALLARTA issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Gonzalez Elias and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, VALLARTA utilized the same methods and formulas when calculating wages due to Ms. Gonzalez Elias and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

VALLARTA willfully failed to pay all overtime wages owed to Ms. Gonzalez Elias and other aggrieved employees. During the relevant time period, Ms. Gonzalez Elias and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, upon information and belief, VALLARTA had, and continues to have, a company-wide policy and/or practice of strictly staffing its supermarkets based on the labor hours allocated by corporate for each location. For example, on information and belief, VALLARTA limited the allocation of labor hours for Ms. Gonzalez Elias's supermarket based on certain sales metrics, but this allotment was insufficient to staff the supermarket during its hours of operation, meet customer demand, and provide adequate meal period coverage. VALLARTA's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Gonzalez Elias and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. VALLARTA also had a practice of failing to adhere to a schedule of meal periods, which further caused Ms. Gonzalez Elias and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Gonzalez Elias and other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, at least four (4) times per week, Ms. Gonzalez Elias would work through her meal periods entirely because she was the only employee staffed in her department during closing shifts.

Moreover, upon information and belief, because VALLARTA frowned upon employees accruing meal period penalties, VALLARTA pressured Ms. Gonzalez Elias and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that VALLARTA would otherwise owe. In addition, VALLARTA's company-wide timekeeping system prevented Ms. Gonzalez Elias and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from meal periods until 30 minutes had elapsed. For example, when Ms. Gonzalez Elias was interrupted by her supervisors during her meal periods and tasked with searching for products, she was unable to clock back in and record this time worked. Thus, VALLARTA's timekeeping system prevented Ms. Gonzalez Elias and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

Second, during the relevant period, upon information and belief, VALLARTA had, and continues to have, a company-wide policy of discouraging and impeding other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with VALLARTA's use of labor budgets and assignment of heavy workloads, led other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, other aggrieved employees were forced to spend 7-8 minutes before and/or after their shifts donning and doffing protective wear or uniforms, such as aprons, hard hats, and butcher's coats, that VALLARTA required them to wear while completing their work-related duties. At all times, other aggrieved employees remained under the control of VALLARTA. VALLARTA could have recorded this off-the-clock work, but refused to do so to avoid paying other aggrieved employees overtime wages.

Third, VALLARTA had, and continues to have, a company-wide policy and/or practice of requiring other aggrieved employees to perform tasks off-the-clock, such as completing and obtaining work-related certifications and trainings. As a condition of continuing their employment with VALLARTA, other aggrieved employees were required to obtain specific certifications, such as a California Food Handler Card, but were not paid for this time. For example, other aggrieved employees spent four (4) hours completing the training for this certification. Thus, VALLARTA failed to track the time other aggrieved employees spent completing and obtaining mandatory certifications, and other aggrieved employees received no compensation for this time.

VALLARTA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Gonzalez Elias and other aggrieved employees were performing assigned duties off-the-clock during meal periods and/or before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Gonzalez Elias and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Gonzalez Elias and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, VALLARTA did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, VALLARTA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, VALLARTA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of

remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, VALLARTA failed to pay all overtime wages by paying a lower overtime rate than required.

VALLARTA's failure to pay Ms. Gonzalez Elias and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Gonzalez Elias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

First, as stated above, on information and belief, due to VALLARTA's company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to adhere to a schedule of meal periods, and subsequent lack of meal period coverage, Ms. Gonzalez Elias and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, VALLARTA's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Also, as set forth above, VALLARTA systematically failed to pay Ms. Gonzalez Elias and other aggrieved employees for actual hours worked during unpaid meal periods, because VALLARTA's timekeeping system locked out Ms. Gonzalez Elias and other aggrieved employees for 30 minutes when they clocked out for a meal period.

Second, as stated above, during the relevant time period, as a result of VALLARTA's policy of limiting the amount of overtime employees could accrue, other aggrieved employees were forced to work off-the-clock before and after their scheduled shift start and end times to complete their work-related tasks, such as donning and doffing protective wear or uniforms. In addition, as set forth above, VALLARTA also required other aggrieved employees to complete trainings and obtain work-related certifications off-the-clock, but did not compensate them for this time.

Third, VALLARTA implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug test and/or physical examination upon hiring. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. VALLARTA gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of VALLARTA. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate

transportation and spend time undergoing VALLARTA's mandatory drug testing and/or physical examinations. However, VALLARTA did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and for the time they spent undergoing the drug testing and/or physical examinations.

Thus, VALLARTA did not pay at least minimum wages for all hours worked by Ms. Gonzalez Elias and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, VALLARTA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.

Accordingly, VALLARTA regularly failed to pay at least minimum wages to Ms. Gonzalez Elias and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Ms. Gonzalez Elias and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated above, VALLARTA had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting, which, combined with assigning heavy workloads and failing to adhere to a schedule of meal periods, has resulted in a lack of meal period coverage and prevented Ms. Gonzalez Elias and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because VALLARTA frowned upon employees accruing meal period penalties, VALLARTA's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by VALLARTA. Furthermore, as stated, VALLARTA's company-wide timekeeping system prevented Ms. Gonzalez Elias and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Gonzalez Elias and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock

back in from a meal period until 30 minutes had elapsed. For example, as stated, when Ms. Gonzalez Elias was interrupted by her supervisors during her meal periods and tasked with locating products, she was not able to clock back in to record this noncompliant meal period.

VALLARTA's practices and policies prevented Ms. Gonzalez Elias and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Gonzalez Elias and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, at least four (4) times per week, Ms. Gonzalez Elias would work through meal periods entirely because she was the only employee staffed in her department during closing shifts.

Additionally, VALLARTA did not provide Ms. Gonzalez Elias and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During her employment, Ms. Gonzalez Elias worked shifts in excess of ten (10) or more hours per day, but was not provided second 30-minute meal periods. Ms. Gonzalez Elias and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Furthermore, VALLARTA had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. VALLARTA took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. VALLARTA's company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Ms. Gonzalez Elias and other aggrieved employees from taking all first and/or second meal periods to which they were entitled.

VALLARTA knew or should have known that as a result of its policies and/or practices, that Ms. Gonzalez Elias and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. VALLARTA further knew or should have known that it did not pay Ms. Gonzalez Elias and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, VALLARTA engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Gonzalez Elias and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that VALLARTA did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, VALLARTA did not pay other aggrieved employees at the correct rate of pay for premiums because VALLARTA systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, VALLARTA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Gonzalez Elias and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, VALLARTA regularly failed to authorize and permit Ms. Gonzalez Elias and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, VALLARTA's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Ms. Gonzalez Elias and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, VALLARTA failed to schedule rest periods, which, coupled with VALLARTA's failure to provide adequate rest period coverage, further led to Ms. Gonzalez Elias and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, VALLARTA maintained a company-wide on-premises rest period policy, which mandated that Ms. Gonzalez Elias and other aggrieved employees remain on VALLARTA's premises during their rest periods. Because Ms. Gonzalez Elias and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, VALLARTA effectively maintained control over Ms. Gonzalez Elias and other aggrieved employees during rest periods.

As a result of VALLARTA's practices and policies, Ms. Gonzalez Elias and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Gonzalez Elias had to forego her rest periods altogether due to a lack of rest period coverage. As a further example, other aggrieved employees had their rest periods interrupted and cut short by requests from supervisors over the intercom system.

VALLARTA also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that VALLARTA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, VALLARTA did not pay other aggrieved employees at the correct rate of pay for premiums because VALLARTA failed to include all forms of compensation, such as

incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, VALLARTA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Gonzalez Elias and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. VALLARTA has not provided Ms. Gonzalez Elias and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, VALLARTA has knowingly and intentionally provided Ms. Gonzalez Elias and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, VALLARTA issued uniform wage statements to Ms. Gonzalez Elias and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, VALLARTA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because VALLARTA did not record the time Ms. Gonzalez Elias and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), VALLARTA did not list the correct amount of gross wages and net wages earned by Ms. Gonzalez Elias and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, VALLARTA failed to accurately list the total number of hours worked by Ms. Gonzalez Elias and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because VALLARTA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, VALLARTA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, VALLARTA also failed to list the correct amount of net wages in violation of section 226(a)(5). VALLARTA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), VALLARTA willfully failed to maintain accurate payroll records for Ms. Gonzalez Elias and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, VALLARTA failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Gonzalez Elias and other aggrieved employees, in violation of section 1198. As stated, VALLARTA engaged in a company-wide practice and/or policy of falsifying Ms. Gonzalez Elias’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Gonzalez Elias and other aggrieved employees. Furthermore, in light of VALLARTA’s failure to provide Ms. Gonzalez Elias and other aggrieved employees with second 30-minute meal periods to which they were entitled, VALLARTA kept no records of meal start and end times for second meal periods.

Because VALLARTA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Gonzalez Elias and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Gonzalez Elias and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Gonzalez Elias and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, VALLARTA willfully failed to pay Ms. Gonzalez Elias and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Ms. Gonzalez Elias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, VALLARTA has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Gonzalez Elias was terminated on or about June 26, 2020. However, VALLARTA did not make her final paycheck available to her until July 1, 2020.

In addition, VALLARTA willfully failed to pay Ms. Gonzalez Elias and other aggrieved employees who are no longer employed by VALLARTA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving VALLARTA's employ, in violation of Labor Code section 201, 202, and 203.

Ms. Gonzalez Elias and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, VALLARTA implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations upon hiring, but required them to do so at their own expense. As stated, VALLARTA had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. However, VALLARTA did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. VALLARTA's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

VALLARTA's California supermarkets are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. VALLARTA could provide other aggrieved employees with a seat or stool at its cash wraps, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, as set forth herein, VALLARTA systematically, and on a company-wide basis, does not provide seats or stools at or near the cash wraps, forcing other aggrieved employees to stand throughout their work shifts.

VALLARTA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. VALLARTA's management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of VALLARTA's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. VALLARTA's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring VALLARTA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

VALLARTA's California supermarket locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Gonzalez Elias and other aggrieved employees during lulls in operation. VALLARTA could provide Ms. Gonzalez Elias and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Gonzalez Elias and other aggrieved employees to stand throughout the day.

VALLARTA did not provide Ms. Gonzalez Elias and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Gonzalez Elias and other aggrieved employees engaged in duties in which the nature of the work required standing, VALLARTA denied them the use of seats nearby during lulls in their work duties. Moreover, VALLARTA did not inform Ms. Gonzalez Elias and other aggrieved employees of their rights to a seat or stool under California law.

As a result of VALLARTA's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Gonzalez Elias and other aggrieved employees were forced to stand during shifts and denied seats. VALLARTA's failure to provide suitable seating to Ms. Gonzalez Elias and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, Section 14(B).

Ms. Gonzalez Elias and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring VALLARTA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, VALLARTA had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, VALLARTA required other aggrieved employees to drive to other supermarkets owned by VALLARTA to obtain ingredients, such as spices and flour. Although VALLARTA required other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, VALLARTA never reimbursed them for their travel expenses.

Additionally, as stated, VALLARTA had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Although VALLARTA required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, VALLARTA never reimbursed them for their travel expenses.

Second, as stated, VALLARTA, on a company-wide basis, required other aggrieved employees to obtain and pay for certain certifications, such as a California Food Handler Card, that were required for their continued employment, as well as associated costs such as training and/or examination fees. On information and belief, VALLARTA had a uniform policy of requiring employees to obtain certifications within two (2) weeks of hire, if they wanted to continue their employment with VALLARTA. For example, other aggrieved employees spent \$25 to obtain this certification. Thus, VALLARTA failed to reimburse other aggrieved employees for all of the costs of obtaining these certifications, including training and/or examination fees.

VALLARTA could have provided other aggrieved employees with the actual tools for use on the job, such as company vehicles, to be used for fulfilling work-related tasks. Or, VALLARTA could have reimbursed employees for the costs of their mileage; travel; and certification, training, and/or examination fees. Instead, VALLARTA passed these operating costs off onto other aggrieved employees.

Thus, VALLARTA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” VALLARTA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Gonzalez Elias’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Gonzalez Elias seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Gonzalez Elias, acting in the public interest as a private attorney general, seeks assessment and

collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against VALLARTA for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Gonzalez Elias seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Gonzalez Elias's reasonable attempt to settle her dispute with VALLARTA prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform VALLARTA of Ms. Gonzalez Elias's aforementioned grievances and the proposed remedies as detailed below, while affording VALLARTA a reasonable opportunity to satisfy Ms. Gonzalez Elias's demands.

Demand is hereby made that VALLARTA shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. VALLARTA shall pay Ms. Gonzalez Elias and all other aggrieved employees employed by VALLARTA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. VALLARTA shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. VALLARTA shall conduct a survey or interview all current and former aggrieved employees in California who worked for VALLARTA in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations; mileage; travel expenses; certification, training, and examination fees; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. VALLARTA shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. VALLARTA also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. VALLARTA shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for VALLARTA's benefit, including, but not limited to, costs of mandatory drug tests; mileage; travel expenses; and certification, training, and examination fees, as required by Labor Code sections 222.5 and 2802.

6. VALLARTA shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. VALLARTA shall provide Ms. Gonzalez Elias and all aggrieved employees employed by VALLARTA at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. VALLARTA shall implement and provide suitable seating to all aggrieved employees.
9. VALLARTA shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. VALLARTA shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1194.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Julian Quattlebaum
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Julian Quattlebaum

Copy: VALLARTA FOOD ENTERPRISES, INC. (via U.S. Certified Mail); VALLARTA PROPERTIES, LLC (via U.S. Certified Mail); CANELO ENTERPRISES, INC. (via U.S. Certified Mail); DANIEL FOOD ENTERPRISES, INC. (via U.S. Certified Mail); GONZALEZ FOOD ENTERPRISES, INC. (via U.S. Certified Mail); GONZALEZ MANAGEMENT COMPANY, INC. (via U.S. Certified Mail); JALOS FOOD ENTERPRISES, INC. (via U.S. Certified Mail); JOYA FOOD ENTERPRISES, INC. (via U.S. Certified Mail); MERCADO FOOD ENTERPRISES, INC. (via U.S. Certified Mail); SANTA ISABEL ENTERPRISES, INC. (via U.S. Certified Mail); ZEVADA ENTERPRISES, INC. (via U.S. Certified Mail); ZIXTA ENTERPRISES, INC. (via U.S. Certified Mail)

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2707 38

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1852

PS Form 3811, July 2015 PSN 7530-02-000-9053

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X☐ Agent☐ Addressee

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3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1852

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

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Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.50☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE

City, State, ZIP+4
SYLMAR, CA 91342

Postmark
Here

Gonzalez Elias V
Vallarta Food
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one
LAW APC
1000
Park East, Ste 1000
CA 90067



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1. Article Addressed to:

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2707 45

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1845

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X

☐ Agent
☐ Addressee

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
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- ☐ Collect on Delivery
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- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1845

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

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- ☒ Return Receipt (hardcopy) \$ 2.50
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- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

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Total Postage and Fees

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Street and Apt. No., City, State, ZIP+4® 10147 SAN FERNANDO RD

PACOIMA, CA 91331

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Gonzalez Elias v.
Jalos food Enterprises
Inc.

7020 1290 0001 8879 1845

one
LAW A/C
Y Park East, Ste 1000
CA 90067



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1. Article Addressed to:

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2707 52

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1869

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
over \$500

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 1290 0001 8879 1869

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

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VALLARTA PROPERTIES, LLC

Street and Apt. No., 12881 BRADLEY AVE

City, State, ZIP+4® SYLMAR, CA 91342

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Here

Gonzalez Elias V.
Vallarta Properties,
LLC

7020 1290 0001 8879 1869

one
LAW APC
1000
Park East, Ste 1000
CA 90067



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1. Article Addressed to:

JOYA FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2707 69

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1876

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A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 1290 0001 8879 1876

JOYA FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

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Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

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JOYA FOOD ENTERPRISES, INC.

Street and Apt. No., 10147 SAN FERNANDO RD

City, State, ZIP+4® PACOIMA, CA 91331

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Gonzalez Elias v.
Joya Food Enterprises
Inc.

one
AW APC
y Park East, Ste 1000
CA 90067

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7020 1290 0001 8879 1883

one
AW APC
y Park East, Ste 1000
CA 90067

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



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1. Article Addressed to:

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2707 76

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1883

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (\$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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- ☒ Return Receipt (hardcopy) \$ 2.80
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- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

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CANELO ENTERPRISES, INC.

Street and Apt. No. (or P.O. Box)

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City, State, ZIP+4®

PACOIMA, CA 91331

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Gonzalez et al. v.
Canelo Enterprises,
Inc.

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7020 1290 0001 8879 1913

one
LAW APC
1000
Park East, Ste 1000
CA 90067

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



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1. Article Addressed to:

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2707 83

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1913

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A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
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- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

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MERCADO FOOD ENTERPRISES, INC.

12881 BRADLEY AVE

SYLMAR, CA 91342

City, State, ZIP+4®

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Gonzalez Elias V.
Mercado Food
Enterprises, Inc.

7020 1290 0001 8879 1913



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1. Article Addressed to:

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2707 90

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1890

PS Form 3811, July 2015 PSN 7530-02-000-9053

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X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Insured Mail
☐ Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1890

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

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Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

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- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 6.63

Total Postage and Fees

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Sent To

DANIEL FOOD ENTERPRISES, INC.

Street and Apt. No., or PO Box No.

12881 BRADLEY AVE

City, State, ZIP+4®

SYLMAR, CA 91342

Postmark
Here

Gonzalez Elias v.
Daniel Food
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one

LAW APC

7000 Park East, Ste 1000
Sydney, CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 1906

one
LAW APC
ry Park East, Ste 1000
s, CA 90067

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



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1. Article Addressed to:

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 06

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1906

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A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Registered Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

Postmark
Here

Gonzalez Elias V.
Santa Isabel
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

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7020 1290 0001 8879 1906

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342



9590 9402 1512 5362 2708 13

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1920

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery☐ Registered Mail☐ Registered Mail Restricted Delivery☐ Signature Confirmation☐ Signature Confirmation Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

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

Certified Mail Fee

\$ 3.80

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.50☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

GONZALEZ FOOD ENTERPRISES, INC.

12881 BRADLEY AVENUE

SYLMAR, CA 91342

City, State, ZIP+4®

City, State, ZIP+4®

City, State, ZIP+4®

City, State, ZIP+4®

Postmark

Here

Gonzalez Elias v.
Gonzalez Food
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7020 1290 0001 8879 1920

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342

one
LAW APC
1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 20

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1951

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 1290 0001 8879 1951

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ZEVADA ENTERPRISES, INC.

Street and Apt. No., 10147 SAN FERNANDO ROAD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark
Here

Gonzalez Elias V.
Zevada Enterprises,
Inc.

one
LAW APC
1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
**GONZALEZ MANAGEMENT COMPANY,
INC.**
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 37

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1937

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery

Insured Mail

Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1937

GONZALEZ MANAGEMENT COMPANY, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

GONZALEZ MANAGEMENT COMPANY,
INC.

Street and Apt. No. 10147 SAN FERNANDO RD

City, State, ZIP+4 PACOIMA, CA 91331

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
HereGonzalez Elias v.
Gonzalez Management
Company, Inc.

one
LAW APC
1000
Park East, Ste 1000
PACOIMA, CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 44

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1944

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 1944

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ZIXTA ENTERPRISES, INC.

Street and Apt. 10147 N. SAN FERNANDO RD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark
Here

Gonzalez Elias v.
Zixta Enterprises,
Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one
LAW APC
1000
Park East, Ste 1000
CA 90067

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2708 06

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1906

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331

9590 9402 1512 5362 2708 20

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1951

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2708 44

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1944

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2707 45

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1845

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JOYA FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2707 69

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1876

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2707 76

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1883

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GONZALEZ MANAGEMENT COMPANY, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

9590 9402 1512 5362 2708 37

2. Article Number (Transfer from service label)
7020 1290 0001 8879 1937

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3-25-21

B. Received by (Printed Name)

C. Date of Delivery
3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

9590 9402 1512 5362 2707 83

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1913

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets Purchasing Department

12881 Bradley Ave
Symlar, CA 91342

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342

9590 9402 1512 5362 2707 52

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1869

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets Purchasing Department

12881 Bradley Ave
Symlar, CA 91342

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

9590 9402 1512 5362 2707 38

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1852

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets Purchasing Department

12881 Bradley Ave
Symlar, CA 91342

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342

9590 9402 1512 5362 2708 13

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1920

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets Purchasing Department

12881 Bradley Ave
Symlar, CA 91342

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

9590 9402 1512 5362 2707 90

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1890

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets Purchasing Department

12881 Bradley Ave
Symlar, CA 91342

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

■ Print your name and address on the reverse so that we can return the card to you.

■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

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March 23, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Jacqueline Santa Cruz v. Vallarta Food Enterprises, Inc., et al.*

Dear PAGA Administrator:

This office represents Jacqueline Santa Cruz in connection with her claims under the California Labor Code. Ms. Santa Cruz was an employee of VALLARTA FOOD ENTERPRISES, INC.; VALLARTA PROPERTIES, LLC; CANELO ENTERPRISES, INC.; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; JOYA FOOD ENTERPRISES, INC.; MERCADO FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and/or ZIXTA ENTERPRISES, INC. For the purpose of this letter, Ms. Santa Cruz collectively refers to these entities as "VALLARTA."

The employers may be contacted directly at the addresses below:

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342

JOYA FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331

GONZALEZ MANAGEMENT COMPANY, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331

Ms. Santa Cruz intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Santa Cruz seeks relief on behalf of herself, the State of California, and other persons who are or were employed by VALLARTA as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

VALLARTA employed Ms. Santa Cruz as an hourly paid, non-exempt Creamery Dispatcher from approximately March 2016 to May 2020 (Store # 22). Ms. Santa Cruz worked for VALLARTA at its supermarket in Victorville, California. During her employment, Ms. Santa Cruz typically worked approximately eight (8) hours per day and five (5) days per week, from 2:00 p.m. to 10:00 p.m. or later. At the time Ms. Santa Cruz's employment with VALLARTA ended, she earned approximately \$13.25 per hour. Her job duties included, without limitation, taking and preparing customer food orders; conducting inventory; disposing of trash; and cleaning the walls, floors, and cooking equipment in her department.

VALLARTA committed one or more of the following Labor Code violations against Ms. Santa Cruz, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

VALLARTA's Company-Wide and Uniform Payroll and HR Practices

VALLARTA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; DANIEL FOOD ENTERPRISES, INC.; GONZALEZ FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; JOYA FOOD ENTERPRISES, INC.; MERCADO FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. are California corporations. VALLARTA PROPERTIES, LLC is a California limited liability company. Together, VALLARTA owns and operates a chain of specialty supermarkets focused on Latin foods and ingredients. Upon information and belief, VALLARTA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Sylmar or Pacoima, California for all non-exempt, hourly paid employees

¹ These facts, theories, and claims are based on Ms. Santa Cruz's experience and counsel's review of those records currently available relating to Ms. Santa Cruz's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Santa Cruz reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

working for VALLARTA in California, including Ms. Santa Cruz and other aggrieved employees. At all relevant times, VALLARTA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Santa Cruz and other aggrieved employees, regardless of its location or position.

Upon information and belief, VALLARTA maintains a centralized Payroll department at its corporate headquarters in Sylmar or Pacoima, California which processes payroll for all non-exempt, hourly paid employees working for VALLARTA in California, including Ms. Santa Cruz and other aggrieved employees. Further, VALLARTA issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Santa Cruz and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, VALLARTA utilized the same methods and formulas when calculating wages due to Ms. Santa Cruz and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

VALLARTA willfully failed to pay all overtime wages owed to Ms. Santa Cruz and other aggrieved employees. During the relevant time period, Ms. Santa Cruz and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, upon information and belief, VALLARTA had, and continues to have, a company-wide policy and/or practice of strictly staffing its supermarkets based on the labor hours allocated by corporate for each location. For example, on information and belief, VALLARTA limited the allocation of labor hours for its supermarkets based on certain sales metrics, but this allotment was insufficient to staff the store during its hours of operation, meet customer demand, and provide adequate meal period coverage. VALLARTA's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Santa Cruz and/or other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. VALLARTA also had a practice of failing to adhere to a schedule of meal periods, which further caused Ms. Santa Cruz and/or other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Ms. Santa Cruz and/or other aggrieved employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, other aggrieved employees would work through their meal periods entirely because they were the only employee staffed in their department during closing shifts.

Moreover, upon information and belief, because VALLARTA frowned upon employees accruing meal period penalties, VALLARTA pressured Ms. Santa Cruz and other aggrieved employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that VALLARTA would otherwise owe. In addition, VALLARTA's company-wide timekeeping system prevented Ms. Santa Cruz and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system prevented employees from clocking back in from meal periods until 30 minutes had elapsed. For example, other aggrieved employees would be interrupted by their supervisors during their meal periods, but were unable to clock back in and record this time worked. Thus, VALLARTA's timekeeping system prevented Ms. Santa Cruz and other aggrieved employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

Second, during the relevant period, upon information and belief, VALLARTA had, and continues to have, a company-wide policy of discouraging and impeding Ms. Santa Cruz and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with VALLARTA's use of labor budgets and assignment of heavy workloads, led Ms. Santa Cruz and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, Ms. Santa Cruz was forced to spend 7-8 minutes before and/or after her shifts donning and doffing protective wear or uniforms, such as aprons, hard hats, and butcher's coats, that VALLARTA required her to wear while completing her work-related duties. At all times, Ms. Santa Cruz and other aggrieved employees remained under the control of VALLARTA. VALLARTA could have recorded this off-the-clock work, but refused to do so to avoid paying other aggrieved employees overtime wages.

Third, VALLARTA had, and continues to have, a company-wide policy and/or practice of requiring other aggrieved employees to perform tasks off-the-clock, such as completing and obtaining work-related certifications and trainings. As a condition of continuing their employment with VALLARTA, other aggrieved employees were required to obtain specific certifications, such as a California Food Handler Card, but were not paid for this time. For example, other aggrieved employees spent four (4) hours completing the training for this certification. Thus, VALLARTA failed to track the time other aggrieved employees spent completing and obtaining mandatory certifications, and other aggrieved employees received no compensation for this time.

VALLARTA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Santa Cruz and other aggrieved employees were performing assigned duties off-the-clock during meal periods and/or before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Santa Cruz and other aggrieved employees worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Santa Cruz and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, VALLARTA did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, VALLARTA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, VALLARTA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime

wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, VALLARTA failed to pay all overtime wages by paying a lower overtime rate than required.

VALLARTA's failure to pay Ms. Santa Cruz and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Santa Cruz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

First, as stated above, on information and belief, due to VALLARTA's company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to adhere to a schedule of meal periods, and subsequent lack of meal period coverage, Ms. Santa Cruz and/or other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, VALLARTA's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, but required them to continue working, time for which they were not paid. Also, as set forth above, VALLARTA systematically failed to pay Ms. Santa Cruz and other aggrieved employees for actual hours worked during unpaid meal periods, because VALLARTA's timekeeping system locked out Ms. Santa Cruz and other aggrieved employees for 30 minutes when they clocked out for a meal period.

Second, as stated above, during the relevant time period, as a result of VALLARTA's policy of limiting the amount of overtime employees could accrue, Ms. Santa Cruz and other aggrieved employees were forced to work off-the-clock before and after their scheduled shift start and end times to complete their work-related tasks, such as donning and doffing protective wear or uniforms. In addition, as set forth above, VALLARTA also required other aggrieved employees to complete trainings and obtain work-related certifications off-the-clock, but did not compensate them for this time.

Third, VALLARTA implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo a mandatory drug test and/or physical examination upon hiring. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. VALLARTA gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of VALLARTA. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate

transportation and spend time undergoing VALLARTA's mandatory drug testing and/or physical examinations. However, VALLARTA did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and for the time they spent undergoing the drug testing and/or physical examinations.

Thus, VALLARTA did not pay at least minimum wages for all hours worked by Ms. Santa Cruz and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, VALLARTA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.

Accordingly, VALLARTA regularly failed to pay at least minimum wages to Ms. Santa Cruz and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Ms. Santa Cruz and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated above, VALLARTA had, and continues to have, a company-wide policy and/or practice of understaffing its locations due to labor budgeting, which, combined with assigning heavy workloads and failing to adhere to a schedule of meal periods, has resulted in a lack of meal period coverage and prevented Ms. Santa Cruz and/or other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because VALLARTA frowned upon employees accruing meal period penalties, VALLARTA's management pressured employees to clock out for meal periods and/or adjusted employee time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period, in order to strictly limit meal penalties that would need to be paid by VALLARTA. Furthermore, as stated, VALLARTA's company-wide timekeeping system prevented Ms. Santa Cruz and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Santa Cruz and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. For example, as stated, other aggrieved

employees were interrupted by their supervisors during their meal periods, but were not able to clock back in to record these noncompliant meal periods.

VALLARTA's practices and policies prevented Ms. Santa Cruz and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Santa Cruz and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, when Ms. Santa Cruz was in the process of assisting customers, she was unable to take her meal periods until after her fifth hour of work.

Additionally, VALLARTA did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Other aggrieved employees worked shifts in excess of ten (10) or more hours per day, but were not provided second 30-minute meal periods. Other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Furthermore, VALLARTA had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. VALLARTA took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. VALLARTA's company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Ms. Santa Cruz and other aggrieved employees from taking all first and/or second meal periods to which they were entitled.

VALLARTA knew or should have known that as a result of its policies and/or practices, that Ms. Santa Cruz and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. VALLARTA further knew or should have known that it did not pay Ms. Santa Cruz and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, VALLARTA engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Santa Cruz and/or other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that VALLARTA did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, VALLARTA did not pay other aggrieved employees at the correct rate of pay for premiums because VALLARTA systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, VALLARTA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Santa Cruz and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the

employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, VALLARTA regularly failed to authorize and permit Ms. Santa Cruz and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, VALLARTA's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Ms. Santa Cruz and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, VALLARTA failed to schedule rest periods, which, coupled with VALLARTA's failure to provide adequate rest period coverage, further led to Ms. Santa Cruz and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, VALLARTA maintained a company-wide on-premises rest period policy, which mandated that Ms. Santa Cruz and other aggrieved employees remain on VALLARTA's premises during their rest periods. Because Ms. Santa Cruz and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, VALLARTA effectively maintained control over Ms. Santa Cruz and other aggrieved employees during rest periods.

As a result of VALLARTA's practices and policies, Ms. Santa Cruz and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Santa Cruz missed her rest periods 2-3 times per week, and had her rest periods interrupted and cut short by requests from her supervisors over the intercom system.

VALLARTA also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that VALLARTA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, VALLARTA did not pay other aggrieved employees at the correct rate of pay for premiums because VALLARTA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, VALLARTA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Santa Cruz and other aggrieved employees are

entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. VALLARTA has not provided Ms. Santa Cruz and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, VALLARTA has knowingly and intentionally provided Ms. Santa Cruz and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, VALLARTA issued uniform wage statements to Ms. Santa Cruz and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, VALLARTA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because VALLARTA did not record the time Ms. Santa Cruz and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), VALLARTA did not list the correct amount of gross wages and net wages earned by Ms. Santa Cruz and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, VALLARTA failed to accurately list the total number of hours worked by Ms. Santa Cruz and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Furthermore, because VALLARTA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, VALLARTA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, VALLARTA also failed to list the correct amount of net wages in violation of section 226(a)(5). VALLARTA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for meal and rest premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; failing to list the inclusive

dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), VALLARTA willfully failed to maintain accurate payroll records for Ms. Santa Cruz and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, VALLARTA failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Santa Cruz and other aggrieved employees, in violation of section 1198. As stated, VALLARTA engaged in a company-wide practice and/or policy of falsifying Ms. Santa Cruz’s and other aggrieved employees’ time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Ms. Santa Cruz and other aggrieved employees. Furthermore, in light of VALLARTA’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, VALLARTA kept no records of meal start and end times for second meal periods.

Because VALLARTA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Santa Cruz and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Santa Cruz and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Santa Cruz and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon

termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, VALLARTA willfully failed to pay Ms. Santa Cruz and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Ms. Santa Cruz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, VALLARTA has a company-wide practice or policy of paying departing employees their final wages on the next regular pay cycle, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, other aggrieved employees were terminated but did not have their final paychecks made available to them at the time of discharge.

In addition, VALLARTA willfully failed to pay Ms. Santa Cruz and other aggrieved employees who are no longer employed by VALLARTA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving VALLARTA's employ, in violation of Labor Code section 201, 202, and 203.

Ms. Santa Cruz and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, VALLARTA implemented, on a company-wide basis, an employer-imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examinations upon hiring, but required them to do so at their own expense. As stated, VALLARTA

had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations. However, VALLARTA did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. VALLARTA's policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

VALLARTA's California supermarkets are generally similar in their layout and design and there was, and continues to be, space behind cash wraps to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. VALLARTA could provide other aggrieved employees with a seat or stool at its cash wraps, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a substantial portion of their day behind or at these cash wraps. The nature of the work of an employee performing cashier duties can reasonably be accomplished from a seated position. However, as set forth herein, VALLARTA systematically, and on a

company-wide basis, does not provide seats or stools at or near the cash wraps, forcing other aggrieved employees to stand throughout their work shifts.

VALLARTA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. VALLARTA's management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of VALLARTA's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. VALLARTA's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, Section 14(A).

Other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring VALLARTA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11070(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that section 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under section 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under section 14(B) during “lulls in operation.” *Id.*

VALLARTA's California supermarket locations are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by Ms. Santa Cruz and other aggrieved employees during lulls in operation. VALLARTA could provide Ms. Santa Cruz and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Santa Cruz and other aggrieved employees to stand throughout the day.

VALLARTA did not provide Ms. Santa Cruz and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with

the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Santa Cruz and other aggrieved employees engaged in duties in which the nature of the work required standing, VALLARTA denied them the use of seats nearby during lulls in their work duties. Moreover, VALLARTA did not inform Ms. Santa Cruz and other aggrieved employees of their rights to a seat or stool under California law.

As a result of VALLARTA's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Santa Cruz and other aggrieved employees were forced to stand during shifts and denied seats. VALLARTA's failure to provide suitable seating to Ms. Santa Cruz and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, Section 14(B).

Ms. Santa Cruz and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring VALLARTA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, VALLARTA had a company-wide policy of requiring other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, VALLARTA required other aggrieved employees to drive to other supermarkets owned by VALLARTA to obtain ingredients, such as spices and flour. Although VALLARTA required other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, VALLARTA never reimbursed them for their travel expenses.

Additionally, as stated, VALLARTA had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, VALLARTA was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Although VALLARTA required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, VALLARTA never reimbursed them for their travel expenses.

Second, as stated, VALLARTA, on a company-wide basis, required other aggrieved employees to obtain and pay for certain certifications, such as a California Food Handler Card, that were required for their continued employment, as well as associated costs such as training and/or examination fees. On information and belief, VALLARTA had a uniform policy of requiring employees to obtain certifications within two (2) weeks of hire, if they wanted to continue their employment with VALLARTA. For example, other aggrieved employees spent \$25 to obtain this certification. Thus, VALLARTA failed to reimburse other aggrieved employees for all of the costs of obtaining these certifications, including training and/or examination fees.

VALLARTA could have provided other aggrieved employees with the actual tools for use on the job, such as company vehicles, to be used for fulfilling work-related tasks. Or, VALLARTA could have reimbursed employees for the costs of their mileage; travel; and certification, training, and/or examination fees. Instead, VALLARTA passed these operating costs off onto other aggrieved employees.

Thus, VALLARTA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . .” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” VALLARTA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Santa Cruz’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Santa Cruz seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Santa Cruz, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against VALLARTA for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Santa Cruz seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Santa Cruz's reasonable attempt to settle her dispute with VALLARTA prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform VALLARTA of Ms. Santa Cruz's aforementioned grievances and the proposed remedies as detailed below, while affording VALLARTA a reasonable opportunity to satisfy Ms. Santa Cruz's demands.

Demand is hereby made that VALLARTA shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. VALLARTA shall pay Ms. Santa Cruz and all other aggrieved employees employed by VALLARTA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. VALLARTA shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. VALLARTA shall conduct a survey or interview all current and former aggrieved employees in California who worked for VALLARTA in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mandatory medical examinations; mileage; travel expenses; certification, training, and examination fees; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. VALLARTA shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. VALLARTA also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. VALLARTA shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for VALLARTA's benefit, including, but not limited to, costs of mandatory drug tests; mileage; travel expenses; and certification, training, and examination fees, as required by Labor Code sections 222.5 and 2802.
6. VALLARTA shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. VALLARTA shall provide Ms. Santa Cruz and all aggrieved employees employed by VALLARTA at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. VALLARTA shall implement and provide suitable seating to all aggrieved employees.

9. VALLARTA shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. VALLARTA shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1194.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Julian Quattlebaum
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Julian Quattlebaum

Copy: VALLARTA FOOD ENTERPRISES, INC. (via U.S. Certified Mail); VALLARTA PROPERTIES, LLC (via U.S. Certified Mail); CANELO ENTERPRISES, INC. (via U.S. Certified Mail); DANIEL FOOD ENTERPRISES, INC. (via U.S. Certified Mail); GONZALEZ FOOD ENTERPRISES, INC. (via U.S. Certified Mail); GONZALEZ MANAGEMENT COMPANY, INC. (via U.S. Certified Mail); JALOS FOOD ENTERPRISES, INC. (via U.S. Certified Mail); JOYA FOOD ENTERPRISES, INC. (via U.S. Certified Mail); MERCADO FOOD ENTERPRISES, INC. (via U.S. Certified Mail); SANTA ISABEL ENTERPRISES, INC. (via U.S. Certified Mail); ZEVADA ENTERPRISES, INC. (via U.S. Certified Mail); ZIXTA ENTERPRISES, INC. (via U.S. Certified Mail)

one
_AW APC
y Park East, Ste 1000
, CA 90067



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VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



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Total Postage and Fees

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Santa Cruz V.
Vallarta Food
Enterprises, Inc.

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

PS Form 3800, April 2015 PSN 7530-02-000-9047

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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Street and Apt. No., or P.O. Box No. 10147 SAN FERNANDO RD

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Food Enterprises,
Inc

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Park East, Ste 1000
CA 90067



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SYLMAR, CA 91342



9590 9402 1512 5362 2709 43

2. Article Number (Transfer from service label)

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PS Form 3811, July 2015 PSN 7530-02-000-9053

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Postage

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Vallarta Properties
LLC

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10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2709 36

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- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

JOYA FOOD ENTERPRISES, INC.

Street and Apt. No. 10147 SAN FERNANDO RD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark

Here

Santa Cruz v. Joya
Food Enterprises,
Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one

AW

APC

1000 Park East, Ste 1000

CA 90067

CERTIFIED MAIL



7020 1290 0001 8879 1814

one

LAW APC

1000
Park East, Ste 1000
s, CA 90067

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CANELO ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2709 29

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1814

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.50

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

CANELO ENTERPRISES, INC.

Street and Apt. No., 10147 SAN FERNANDO RD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark

Here

Santa Cruz V.
Canelo Enterprises,
Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0001 8879 1814



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 05

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2040

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

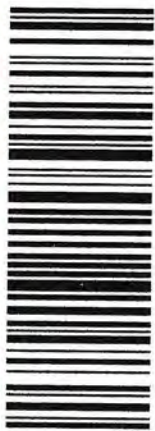
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Registered Mail☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL



7020 1290 0001 8879 2040

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342

one

AW APC

1000
Park East, Ste 1000
CA 90067

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 2.80☐ Return Receipt (electronic) \$☐ Certified Mail Restricted Delivery \$☐ Adult Signature Required \$☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

MERCADO FOOD ENTERPRISES, INC.

12881 BRADLEY AVE

SYLMAR, CA 91342

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

Postmark
Here

Santa Cruz
MERCADO FOOD
ENTERPRISES, INC.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

tone
LAW APC
ury Park East, Ste 1000
s, CA 90067



7020 1290 0001 8879 1821

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 12

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1821

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Insured Mail
Insured Mail Restricted Delivery
(over \$500)

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

DANIEL FOOD ENTERPRISES, INC.

12881 BRADLEY AVE

SYLMAR, CA 91342

Street and Apt. No., or Po Box No.

City, State, ZIP+4®

Postmark
Here

Santa Cruz V.
Daniel Food
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 1290 0001 8879 1821

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 99

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2002

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|---|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Registered Mail | |
| ☐ Registered Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 2002

SANTA ISABEL ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

one
LAW APC
y Park East, Ste 1000
, CA 90067

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|---|---------|
| ☒ Return Receipt (hardcopy) | \$ 2.80 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

SANTA ISABEL ENTERPRISES, INC.

10147 SAN FERNANDO RD

Street and Apt. No.

PACOIMA, CA 91331

City, State, ZIP+4®

Postmark

Here

Santa Cruz v. Santa
Isabel Enterprises,
Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342



9590 9402 1512 5362 2708 82

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1807

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery (r \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 1807

GONZALEZ FOOD ENTERPRISES, INC.
12881 BRADLEY AVENUE
SYLMAR, CA 91342

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail OnlyFor delivery information, visit our website at www.usps.com®.**OFFICIAL USE**

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

GONZALEZ FOOD ENTERPRISES, INC.

12881 BRADLEY AVENUE

SYLMAR, CA 91342

City, State, ZIP+4®

Postmark
HereSent Cruz v. Gonzalez
Food Enterprises,
Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one
LAW APC
y Park East, Ste 1000
, CA 90067

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 75

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1791

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



CERTIFIED MAIL®



7020 1290 0001 8879 1791

ZEVADA ENTERPRISES, INC.
10147 SAN FERNANDO ROAD
PACOIMA, CA 91331

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 4.63

Total Postage and Fees

\$ 7.93

Sent To

ZEVADA ENTERPRISES, INC.

Street and Apt. No., 10147 SAN FERNANDO ROAD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark
HereSanta Cruz v. Zevada
Enterprises, Inc.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

one
AW APC
y Park East, Ste 1000
CA 90067

CERTIFIED MAIL®



7020 1290 0001 8879 1784

one

AW APC

1000
Park East, Ste 1000
CA 90067



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GONZALEZ MANAGEMENT COMPANY,
INC.

10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 68

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1784

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

GONZALEZ MANAGEMENT COMPANY, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fees as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.50
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

GONZALEZ MANAGEMENT COMPANY,
INC.

Street and Apt. No., 10147 SAN FERNANDO RD

City, State, ZIP+4® PACOIMA, CA 91331

Postmark
Here

Santa Cruz v.
Gonzalez Management
Company, Inc.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2708 51

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1777

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

CERTIFIED MAIL®



7020 1290 0001 8879 1777

ZIXTA ENTERPRISES, INC.
10147 N. SAN FERNANDO RD
PACOIMA, CA 91331

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

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

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|---|---------|
| ☒ Return Receipt (hardcopy) | \$ 2.80 |
| ☐ Return Receipt (electronic) | \$ |
| ☐ Certified Mail Restricted Delivery | \$ |
| ☐ Adult Signature Required | \$ |
| ☐ Adult Signature Restricted Delivery | \$ |

Postage

\$ 1.63

Total Postage and Fees

\$ 7.93

Sent To

ZIXTA ENTERPRISES, INC.

10147 N. SAN FERNANDO RD

PACOIMA, CA 91331

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Santa Cruz V.
Zixta Enterprises,
Inc.

one
AW APC
Park East, Ste 1000
CA 90067

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature ☒ <i>Express</i> ☐ Agent ☐ Addressee
1. Article Addressed to: ZIXTA ENTERPRISES, INC. 10147 N. SAN FERNANDO RD PACOIMA, CA 91331	B. Received by (Printed Name) C. Date of Delivery 3-25-21
2. Article Number (Transfer from service label) 7020 1290 0001 8879 1777	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
 9590 9402 1512 5362 2708 51	3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500) ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JALOS FOOD ENTERPRISES, INC.
10147 SAN FERNANDO RD
PACOIMA, CA 91331



9590 9402 1512 5362 2709 50

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2019

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-25-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail (over \$500)
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DANIEL FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 12

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1821

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets
X Purchasing Department
12881 Bradley Ave
SYLMAR, CA 91342

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR 25 2021

RECEIVED

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLARTA FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 67

2. Article Number (Transfer from service label)

7020 1290 0001 8879 1838

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets
X Purchasing Department
12881 Bradley Ave
SYLMAR, CA 91342

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR 25 2021

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MERCADO FOOD ENTERPRISES, INC.
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 05

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2040

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarkets
X Purchasing Department
12881 Bradley Ave
SYLMAR, CA 91342

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAR 25 2021

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery (over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Return Receipt for Merchandise☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

VALLARTA PROPERTIES, LLC
12881 BRADLEY AVE
SYLMAR, CA 91342



9590 9402 1512 5362 2709 43

2. Article Number (Transfer from service label)

7020 1290 0001 8879 2026

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Vallarta Supermarket
X Purchasing Department

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

MAR 25 2021

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery
(over \$500)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted
Delivery☐ Return Receipt for
Merchandise☐ Signature Confirmation™☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt