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Superior Court of California
County of Los Angeles

JUL 30 2021

Sherri R. Carter, Executive Officer/Clerk of Court

Attorneys for Plaintiff Karina Lepe Tenorio

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BY FAX

KARINA LEPE TENORIO, as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"), on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

JOYA FOOD ENTERPRISES, INC., a California corporation; CANELO ENTERPRISES, INC., a California limited liability company; GONZALEZ MANAGEMENT COMPANY, INC., a California corporation; JALOS FOOD ENTERPRISES, INC., a California corporation; SANTA ISABEL ENTERPRISES, INC., a California corporation; ZEVADA ENTERPRISES, INC., a California corporation; ZIXTA ENTERPRISES, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV28051

COMPLAINT – PAGA ENFORCEMENT ACTION

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

Jury Trial Demanded

Plaintiff Karina Lepe Tenorio, as an aggrieved employee and on behalf of the State of California and all other non-party Aggrieved Employees, alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint, at any time between one year prior to the filing of the pre-filing written notices to the Labor and Workforce Development Agency ("LWDA") in this case on May 25, 2021, until judgment ("non-party Aggrieved Employees"). Plaintiff's share of civil penalties sought in this action does not exceed $75,000.

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

3. This Court has jurisdiction over all Defendants because, on information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a "citizen" for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot be established when Plaintiff's share of the civil penalties attributable to violations personally suffered are less than $75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Pacoima, County of Los Angeles, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons within the County of Los Angeles, and employed Plaintiff within this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

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

THE PARTIES

6. Plaintiff Karina Lepe Tenorio is a resident of San Fernando, in Los Angeles County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Booth Teller, Customer Service Representative/Cashier from approximately October 2017 to October 2020. Plaintiff worked for Defendants at their supermarket in Arleta, California (Store #V26). During her employment, Plaintiff typically worked six (6) or more hours per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, selling money orders, cashing checks and processing lottery tickets and various transactions; answering telephone calls; balancing the cash register; and sanitizing her work area.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively unconscionable. Specifically, Defendants presented employees with a Mutual Agreement to Arbitrate ("Arbitration Agreement"), which had to be reviewed and acknowledged immediately. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or

leave-it basis. Furthermore, Defendants did not set forth in the agreement or otherwise provide employees with the rules which will govern the arbitration, instead forcing employees to seek this information out on their own.

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

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

10. GONZALEZ MANAGEMENT COMPANY, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

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

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

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

14. ZIXTA ENTERPRISES, INC. was and is, upon information and belief, a

California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

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

16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. at all relevant times.

17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; ZIXTA ENTERPRISES, INC.; and/or DOES 1 through 10 (collectively, “Defendants” or “JOYA”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

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

19. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

omissions, occurrences, and transactions alleged herein.

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

21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other non-party Aggrieved Employees because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiff and other non-party Aggrieved Employees;

(b) jointly exercised meaningful control over Plaintiff's and other non-party Aggrieved Employees' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and other non-party Aggrieved Employees;

(c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved

Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

22. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

23. JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; ZIXTA ENTERPRISES, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

25. Plaintiff further alleges, upon information and belief, that Defendants JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (https://businesssearch.sos.ca.gov/) JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. have the same entity address and entity mailing address, "10147 [N.] SAN FERNANDO RD, PACOIMA, CA 91331;"

(b) On the California Secretary of State's website JOYA FOOD

ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. share the same Agent for Service of Process, “PARACORP INCORPORATED (C1082536); and,

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. share the same officers and/or directors, including, but not limited to:

i. Miguel Gonzalez, who serves as Chief Executive Officer and a Director for JOYA FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; and SANTA ISABEL ENTERPRISES, INC.; Chief Executive Officer and Secretary for ZIXTA ENTERPRISES, INC.; and a Director for CANELO ENTERPRISES, INC.;

ii. Elizabeth Gonzalez, who serves as Secretary and Chief Financial Officer for JOYA FOOD ENTERPRISES, INC.; Secretary for GONZALEZ MANAGEMENT COMPANY, INC. and JALOS FOOD ENTERPRISES, INC.; and Chief Financial Officer for SANTA ISABEL ENTERPRISES, INC. and ZIXTA ENTERPRISES, INC.;

iii. Felix Gonzalez, who serves as a Director for JOYA FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT

COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZIXTA ENTERPRISES, INC.; and Chief Executive Officer and a Director for CANELO ENTERPRISES, INC.;

iv. Luis Gonzalez, who serves as a Director for JOYA FOOD ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC.; and

v. Rodrigo Gonzalez, who serves as a Director for JOYA FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC.; Chief Financial Officer and a Director for GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; Chief Executive Officer and a Director for ZEVADA ENTERPRISES, INC.;

(d) On information and belief, JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

26. Defendants own and operate 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 Pacoima, 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.

27. In particular, Plaintiff 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.

28. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Pacoima, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff 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 throughout the State of California, regardless of the manner in which each employee's employment ends.

29. Defendants continue to employ non-exempt or hourly paid employees in California.

30. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

31. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other non-party Aggrieved Employees were not paid for all hours worked because all hours worked were not recorded.

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and/or other non-party Aggrieved Employees were entitled to be paid at a regular rate of pay, and corresponding overtime rate of pay, that included as eligible income all remuneration required by law, including but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation, but failed to do so.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at least minimum wages for work done off-the-clock.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and other non-party Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not

authorized and permitted to take a compliant rest period. In violation of the Labor Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided complete and accurate wage statements.

38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they were not permitted to compel or coerce Plaintiff and other non-

party Aggrieved Employees to patronize their business in the purchase of anything of value, but did in fact require Plaintiff and other non-party Aggrieved Employees to purchase various items, including uniforms, from Defendants.

42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties and also have seats nearby to use during a lull in tasks that do require moving about or standing, but failed to do so.

43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

44. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Defendants had a duty to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards, such as personal protective equipment for the workplace, but failed to do so.

45. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they were properly denied wages, all in order to increase Defendants' profits.

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

outlined in California Labor Code section 2699.3.

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

48. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former employees and one or more of the alleged violations were committed against them.

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

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

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

(c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

50. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,

through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

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

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

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

51. On May 25, 2021, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-833150-21. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated May 25, 2021, is attached hereto as "Exhibit 1."

52. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the initial LWDA Notices described above, and the LWDA has not responded that it intends

to investigate Plaintiff's claims, and Defendants have not cured the violations.

53. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

54. 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 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest as private attorneys general, seek assessment and collection of civil penalties under Labor Code section 558 for themselves, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC wage order. Plaintiff, acting in the public interest as private attorneys general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

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

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

57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as private

attorneys general, seeks assessment and collection of civil penalties for herself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

FIRST CAUSE OF ACTION

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

(Against all Defendants)

58. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

59. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, 6401, and 6403.

60. 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 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay and failure to properly calculate the overtime rates paid to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff 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, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;

(d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;

(g) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;

(h) Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination, as set forth below;

(i) Violation of Labor Code section 450 for compelling and/or coercing Plaintiff and non-party Aggrieved Employees to patronize Defendants' business, as set forth below;

(j) Violation of Labor Code section 1198 for failing to provide suitable seating to Plaintiff and other non-party Aggrieved Employees, as set forth below;

(k) 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; and

(l) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards, such as personal protective equipment, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

61. 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."

62. 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.

63. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff 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 (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

64. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved 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.

65. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

66. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other non-party 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 worked were not recorded.

67. First, upon information and belief, Defendants had, and continue to have, a company-wide policy and/or practice of strictly staffing their supermarkets based on the labor hours allocated by corporate for each location. For example, on information and belief, Defendants limited the allocation of labor hours for their supermarkets based on certain sales metrics, but this allotment was insufficient to staff each store during its hours of operation, meet customer demand, and provide adequate meal period coverage. Defendants' uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Defendants also had a practice of failing to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were not always afforded 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, on at least three (3) occasions, Plaintiff was forced to clock out for her meal periods but continue working because the store was busy and understaffed, particularly on or around holidays, and was thus not compensated for this time.

68. Moreover, upon information and belief, because Defendants frowned upon employees accruing meal period penalties, Defendants pressured Plaintiff and other non-party Aggrieved Employees to clock out for meal periods while they continued to work 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 Defendants

would otherwise owe. In addition, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party 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 at least 30 minutes had elapsed. For example, when Plaintiff was interrupted by her supervisors during her meal periods and tasked with assisting with certain work-related duties, she was unable to clock back in and record this time worked. Thus, Defendants' timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were missed, shortened, and/or interrupted.

69. Second, during the relevant period, upon information and belief, Defendants had, and continue to have, a company-wide policy of discouraging and impeding Plaintiff and other non-party 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 Defendants' use of labor budgets and assignment of heavy workloads, led Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and after their scheduled shift times. For example, 2-3 times per week Plaintiff was forced to clock out at the end of her shift but continue working for 10 to 15 minutes per instance in order to count and record the money contained in the register tills and balance the cash register so that she could complete her work duties without accruing overtime. At all times, Plaintiff and other non-party Aggrieved Employees remained under the control of Defendants. Defendants could have recorded this off-the-clock work, but refused to do so to avoid paying Plaintiff and other non-party Aggrieved Employees overtime wages.

70. Additionally, about once a month for approximately five (5) minutes per instance, Plaintiff would receive telephone calls and/or text messages on her personal cellular phone from her manager when she was not working regarding various work-related inquiries. Defendants did not provide Plaintiff and other non-party Aggrieved Employees with a mechanism to record this time communicating with management, and as a result Plaintiff and other non-party Aggrieved Employees were not compensated for this off-the-clock work.

71. Third, Defendants had, and continue to have, a company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to perform tasks off-the-clock, such as completing mandatory trainings every year at Defendants' corporate headquarters. Plaintiff and other non-party Aggrieved Employees were required to travel in their own personal vehicles or obtain alternate transportation to attend Defendants' mandatory trainings. Thus, Defendants failed to track the time Plaintiff and other non-party Aggrieved Employees spent traveling to and from the mandatory trainings, and Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

72. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and other non-party 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 Plaintiff and other non-party Aggrieved Employees sometimes 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, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

73. Furthermore, Defendants did not pay Plaintiff and/or other non-party Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiff and/or other non-party Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants 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 Plaintiff and/or other non-party Aggrieved Employees worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

74. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of

California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO PAY MINIMUM WAGES

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

75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 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").

76. First, as stated above, on information and belief, due to Defendants' company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Plaintiff and other non-party 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, Defendants' 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.

77. Also, as set forth above, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods, because Defendants' timekeeping system locked out Plaintiff and other non-party Aggrieved Employees for at least 30 minutes when they clocked out for a meal period.

78. Second, as stated above, during the relevant time period, as a result of Defendants' policy of limiting the amount of overtime employees could accrue, Plaintiff and other non-party 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. In addition, as set forth above, Plaintiff and other non-party Aggrieved Employees received telephone calls and/or text messages on their personal cellular phones from Defendants' managers outside of their scheduled shifts and traveled to attend Defendants' mandatory trainings at company headquarters. However, Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for this time.

79. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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 1198.

80. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff 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

81. 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 Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

82. 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).

83. 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.

84. 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.

85. 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 schedule meal periods, has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because Defendants frowned upon employees accruing meal period penalties, Defendants' 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 Defendants. Furthermore, as stated, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until at least 30 minutes had elapsed. For example, as stated, when Plaintiff was interrupted by her supervisors during her meal periods and tasked with assisting with certain work-related duties, she was not able to clock back in to record these noncompliant meal periods.

86. Defendants' practices and polices prevented Plaintiff and other non-party Aggrieved Employees from taking all compliant meal periods to which they were entitled. As a result, Plaintiff and other non-party 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, on at least three (3) occasions, Plaintiff would work through meal periods entirely because the store was understaffed, particularly on or around holidays. Additionally, Defendants did not provide other non-party Aggrieved Employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Plaintiff and other non-party 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.

87. Furthermore, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first 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. Defendants' company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Plaintiff and other non-party Aggrieved Employees from taking all meal periods to which they were entitled. And, Defendant's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours due to blanket meal period waivers discouraged Plaintiff and other non-party Aggrieved Employees from taking meal periods.

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

89. Furthermore, Defendants 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, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that Defendants did pay Plaintiff and/or other non-party Aggrieved Employees premium

pay for missed, late, and interrupted meal periods, Defendants did not pay Plaintiff and/or other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants 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.

90. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods and failed to pay the full meal period premiums due. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

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

92. At all relevant times, 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.

93. At all relevant times, 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. 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 v. ABM Security Services, Inc.*, 2 Cal. 5th

257, 269-270 (2016).

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

95. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party 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, Defendants' company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty to take their rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take compliant rest periods.

96. Furthermore, upon information and belief, Defendants maintained a company-wide on-premises rest period policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on Defendants' premises during their rest periods. Because Plaintiff and other non-party 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, Defendants effectively maintained control over Plaintiff and other non-party Aggrieved Employees during rest periods.

97. As a result of Defendants' practices and policies, Plaintiff and other non-party 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, Plaintiff had to forego her rest periods altogether at least four (4) days each week due to a lack of rest period coverage. As a further example, Plaintiff had her rest periods interrupted by customer inquiries and felt pressured to attend to customers because the store and her managers emphasized the importance of customer service.

98. Defendants also have 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 Defendants did pay Plaintiff and/or other non-party Aggrieved Employees one (1) additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and/or other non-party Aggrieved Employees at the correct rate of pay for premiums because Defendants 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.

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

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

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

101. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party 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 rates of pay for overtime and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

102. Because Defendants did not record the time Plaintiff and other non-party

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), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party 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).

103. Furthermore, because Defendants did not calculate Plaintiff's and/or other non-party Aggrieved Employees' regular rate of pay correctly for purposes of paying overtime and/or meal and rest period premiums, 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 rates of pay for overtime and/or meal and rest period premiums, 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 inclusive dates of the period for which employees were paid; 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; 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 Order. 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 Plaintiff 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 Plaintiff's 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 Plaintiff and other non-party Aggrieved Employees. Furthermore, in light of Defendants' failure to provide other non-party Aggrieved Employees with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

106. 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), Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party 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.

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

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FAILURE TO PAY WAGES DURING EMPLOYMENT

VIOLATION OF LABOR CODE SECTION 204

108. At all relevant times herein set forth, 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. Labor Code section 204 further provides 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.

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 Plaintiff 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. Plaintiff 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. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants 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 Defendants' employ.

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

COMPELLING PATRONIZATION

VIOLATION OF LABOR CODE SECTION 450

115. California Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

116. During the relevant time period, Defendants had a company-wide policy of requiring employees to purchase uniform items directly from the company. Plaintiff and other non-party Aggrieved Employees were required to pay for uniform items. For example, Plaintiff and other non-party Aggrieved Employees were required to wear either a white polo with Defendants' company logo or a black t-shirt with Defendants' company logo. As a result, Plaintiff had to purchase her unform directly from the company and spent over $100 out-of-pocket purchasing these uniforms but was not reimbursed for the costs of the uniform.

117. Defendants' conduct of compelling and/or coercing Plaintiff and other non-party

Aggrieved Employees to purchase goods from them is in violation of California Labor Code section 450. Plaintiff 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 SUITABLE SEATING

VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11070, SUBDIVISION 14(A)

118. 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."

119. California Code of Regulations, Title 8, section 11070, subdivision 14(A) ("Subdivision 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."

120. Plaintiff is informed and believes, and thereon alleges 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 Plaintiff and other non-party Aggrieved Employees (with reasonable or no modification to these work areas) during the performance of their work duties. Defendants could provide Plaintiff and other non-party Aggrieved Employees with a seat or stool at its cash wraps and cashier booths, but instead denied them seating and forced Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

121. Plaintiff and other non-party Aggrieved Employees spent a substantial portion of their day behind or at these cash wraps and cashier booths. 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 and cashier booths, forcing Plaintiff and other non-party Aggrieved Employees to stand throughout their work shifts.

122. During the relevant time period, Defendants violated Subdivision 14(A) because Plaintiff and other non-party 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. Defendants' management did not inform Plaintiff and other non-party Aggrieved Employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

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

124. Plaintiff 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 SUITABLE SEATING

VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 11070, SUBDIVISION 14(B)

125. 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."

126. California Code of Regulations, Title 8, section 11070, subdivision 14(B) ("Subdivision 14B") 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."

127. During the relevant time period, Defendants violated Subdivision 14(B) because

Plaintiff and other non-party Aggrieved Employees were not allowed to sit, even during lulls in their work duties, nor were they provided with suitable seats in reasonable proximity to their work areas.

128. As stated, on information and belief, Defendants' California supermarkets 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 Plaintiff and other non-party Aggrieved Employees during lulls in operation. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with a seat or stool in their work areas, but instead denied employees seating and forced Plaintiff and other non-party Aggrieved Employees to stand throughout the day.

129. Defendants did not provide Plaintiff and other non-party 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 Plaintiff and other non-party Aggrieved Employees engaged in duties in which the nature of the work required standing, Defendants denied them the use of suitable seats nearby during lulls in their work duties. Moreover, Defendants did not inform Plaintiff and other non-party Aggrieved Employees of their rights to a seat or stool under California law.

130. As a result of Defendants' company-wide policy and/or practice 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, Plaintiff and other non-party Aggrieved Employees were forced to stand during shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff and other non-party Aggrieved Employees violated and continues to violate California Labor Code section 1198 and IWC Wage Order 7-2001, Subdivision 14(B).

131. Plaintiff 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

132. 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 No. 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."

133. First, Defendants had a company-wide policy of requiring Plaintiff and 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 Plaintiff and other non-party Aggrieved Employees to travel to mandatory trainings at Defendants' company headquarters. As another example, on information and belief, Defendants required other non-party Aggrieved Employees to use their personal vehicles to run various errands for Defendants. Although Defendants required Plaintiff and other non-party Aggrieved Employees to use their own vehicles or obtain alternate transportation to attend mandatory trainings and/or run various errands, Defendants never reimbursed them for their travel expenses.

134. Second, Defendants had a company-wide policy of requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal cellular phones and cellular data for work-related purposes, but Defendants failed to reimburse them for the costs of their work-related cellular phone expenses. For example, as stated, Plaintiff's manager would contact her on her personal cellular phone at least once a month when she was not working regarding various work-related inquiries, however, Plaintiff was not reimbursed for her cellular phone data costs. Although Defendants required Plaintiff and other non-party Aggrieved Employees

to utilize their personal cellular phones to carry out their work-related responsibilities, Defendants failed to reimburse them for this cost.

135. Third, Defendants, on a company-wide basis, forced Plaintiff and other non-party Aggrieved Employees to purchase basic supplies and tools that were necessary for completion of their work-related duties. For example, in order to be able to perform her job duties, Plaintiff was forced to purchase whiteboards, markers and binders as these supplies were necessary for Plaintiff to track the currency exchange rate for customers and process transactions. Upon information and belief, other non-party Aggrieved Employees were required to pay for tools and equipment, such as, box cutters, leather knife holsters and putty knives. For example, other non-party Aggrieved Employees were required to use a box cutter to perform their job duties, but would only be provided one box cutter, requiring them to purchase replacements from Defendants as needed. Although Defendants required Plaintiff and other non-party Aggrieved Employees to purchase and use their own supplies and tools for work, Defendants did not reimburse them for these expenses.

136. Fourth, Defendants on a company-wide basis, expected Plaintiff and other non-party Aggrieved Employees to report to work in clean and presentable uniforms, including a white polo shirt or a black t-shirt emblazoned with Defendants' logo, but Plaintiff and other non-party Aggrieved Employees were required to purchase these uniforms directly from the company and were not reimbursed for their expenses. For example, Plaintiff spent over $100 out-of-pocket purchasing required company uniforms. Further, Plaintiff and other non-party Aggrieved Employees were required to properly maintain and wash their uniforms regularly and incurred laundering costs. Defendants did not reimburse Plaintiff and other non-party Aggrieved Employees for their laundering expenses.

137. Fifth, Defendants, on a company-wide basis, mandated that Plaintiff and other non-party Aggrieved Employees purchase personal protective equipment such face masks, which they were required to wear while at work. For example, Plaintiff was provided with only two (2) reusable face masks and she was not able to launder them between her shifts. If Plaintiff requested a disposable face mask, she would be written up. Thus, Plaintiff was forced to

purchase 8-10 additional fabric masks which cost approximately $40 out-of-pocket. Defendants did not reimburse Plaintiff and other non-party Aggrieved Employees for the costs they incurred to purchase additional face masks.

138. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual tools for use on the job, such as company phones, company vehicles, supplies and uniforms, to be used for fulfilling work-related tasks. Or, Defendants could have reimbursed employees for the costs of their cellular phone usage, mileage, travel expenses, supplies, personal protective equipment, and uniforms and laundering expenses. Instead, Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees.

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

140. Plaintiff 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 SAFETY DEVICES AND SAFEGUARDS

VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403

141. At all times herein set forth, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

142. Defendants, on a company-wide basis, failed to provide Plaintiff and other non-party Aggrieved Employees with personal protective equipment, such as face masks, to keep

them safe in the workplace and which Defendants required all employees to wear. For example, as stated, Plaintiff was provided with only two (2) reusable face masks and, because she was not able to launder them between her shifts, she was forced to purchase 8-10 additional fabric masks at the cost of approximately $40 out-of-pocket. If Plaintiff requested a disposable face mask, she would be written up. Despite the fact that Defendants required Plaintiff and other non-party Aggrieved Employees to wear certain personal protective equipment, including face masks, while engaged in their work-related duties, Defendants failed to fully provide such reasonably necessary equipment to Plaintiff and other non-party Aggrieved Employees to keep them safe.

143. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, as an aggrieved employee and on behalf of the State of California and all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

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

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage

statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 450 (by compelling and/or coercing employees to patronize employer's business); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing to provide safety devices and safeguards);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401 and 6403;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401 and 6403;

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: July 30, 2021

Respectfully submitted,

Capstone Law APC

By: ______________________________

Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour

Attorneys for Plaintiff Karina Lepe Tenorio

EXHIBIT “1”

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May 25, 2021

VIA ONLINE SUBMISSION

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

Subject: *Karina Lepe Tenorio v. Joya Food Enterprises, Inc., et al.*

Dear PAGA Administrator:

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

The employers may be contacted directly at the addresses below:

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

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

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

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

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

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

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

Ms. Lepe Tenorio 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. Lepe Tenorio seeks relief on behalf of herself, the State of California, and other persons who are or were employed by JOYA 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.

JOYA employed Ms. Lepe Tenorio as an hourly paid, non-exempt Booth Teller, Customer Service Representative/Cashier from approximately October 2017 to October 2020 (Store # V26). Ms. Lepe Tenorio worked for JOYA at its supermarket in Arleta, California. During the relevant time period, Ms. Lepe Tenorio typically worked six (6) hours or more per day and five (5) days per week, from 4:00 p.m. to 10:30 p.m. At the time Ms. Lepe Tenorio's employment with JOYA ended, she earned approximately $16.00 per hour. Her job duties included, without limitation, selling money orders, cashing checks and processing lottery tickets and various transactions; answering telephone calls; balancing the cash register; and sanitizing her work area.

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

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

JOYA FOOD ENTERPRISES, INC.; CANELO ENTERPRISES, INC.; GONZALEZ MANAGEMENT COMPANY, INC.; JALOS FOOD ENTERPRISES, INC.; SANTA ISABEL ENTERPRISES, INC.; ZEVADA ENTERPRISES, INC.; and ZIXTA ENTERPRISES, INC. are California corporations. Together, JOYA owns and operates Vallarta Supermarkets, a chain of specialty supermarkets focused on Latin foods and ingredients. Upon information and belief, JOYA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pacoima, California for all non-exempt, hourly paid employees working for JOYA in California, including Ms. Lepe Tenorio and other aggrieved employees. At all relevant times, JOYA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Lepe Tenorio and other aggrieved employees, regardless of its location or position.

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

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[1] These facts, theories, and claims are based on Ms. Lepe Tenorio's experience and counsel's review of those records currently available relating to Ms. Lepe Tenorio'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. Lepe Tenorio 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.

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 (1 ½) 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.

JOYA willfully failed to pay all overtime wages owed to Ms. Lepe Tenorio and other aggrieved employees. During the relevant time period, Ms. Lepe Tenorio 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, JOYA 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, JOYA limited the allocation of labor hours for Ms. Lepe Tenorio'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. JOYA's uniform use of labor budgets, combined with heavy workloads, resulted in chronic understaffing and a failure to provide Ms. Lepe Tenorio 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. JOYA also had a practice of failing to schedule meal periods, which further caused Ms. Lepe Tenorio 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. Lepe Tenorio 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, on at least three (3) occasions, Ms. Lepe Tenorio was forced to clock out for her meal periods but continue working because the store was busy and understaffed, particularly on or around holidays, and was thus not compensated for this time.

Moreover, upon information and belief, because JOYA frowned upon employees accruing meal period penalties, JOYA pressured Ms. Lepe Tenorio and other aggrieved employees to clock out for meal periods while they continued to work 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 JOYA would otherwise owe. In addition, JOYA's company-wide timekeeping system prevented Ms. Lepe Tenorio 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. Lepe Tenorio was interrupted by her supervisors and other employees during her meal periods and tasked with assisting with certain work-related duties, she was unable to clock back in and record this time worked. Thus, JOYA's timekeeping system prevented Ms. Lepe Tenorio 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, JOYA 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 JOYA'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, 2-3 times per week Ms. Lepe Tenorio was forced to clock out at the end of her shift but continue working for 10 to 15 minutes per instance in order to count and record the money contained in the register tills and balance the cash register so that she could complete her work duties without accruing overtime. At all times, Ms. Lepe Tenorio remained under the control of JOYA. JOYA could have recorded this off-the-clock work, but refused to do so to avoid paying Ms. Lepe Tenorio and other aggrieved employees overtime wages.

Additionally, about once a month for approximately five (5) minutes per instance, Ms. Lepe Tenorio would receive telephone calls and/or text messages on her personal cellular phone from her manager when she was not working regarding various work-related inquiries. JOYA did not provide Ms. Lepe Tenorio and other aggrieved employees with a mechanism to record this time communicating with management, and as a result Ms. Lepe Tenorio and other aggrieved employees were not compensated for this off-the-clock work.

Third, JOYA had, and continues to have, a company-wide policy and/or practice of requiring Ms. Lepe Tenorio and other aggrieved employees to complete mandatory trainings every year at JOYA's corporate headquarters. Ms. Lepe Tenorio and other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation to attend JOYA's mandatory trainings. JOYA failed to track the time Ms. Lepe Tenorio and other aggrieved employees spent traveling to and from the mandatory trainings, and Ms. Lepe Tenorio other aggrieved employees received no compensation for this time.

JOYA knew or should have known that as a result of these company-wide practices and/or policies, Ms. Lepe Tenorio 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. Lepe Tenorio and other aggrieved employees sometimes 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. Lepe Tenorio and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, JOYA did not pay Ms. Lepe Tenorio and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, JOYA paid Ms. Lepe Tenorio and/or other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, JOYA 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 Ms. Lepe Tenorio and/or other aggrieved employees worked overtime and received these other forms of pay, JOYA failed to pay all overtime wages by paying a lower overtime rate than required.

JOYA's failure to pay Ms. Lepe Tenorio 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. Lepe Tenorio 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 IWC Wage Order No. 7-2001 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 JOYA's company-wide practice of utilizing labor budgets, assignment of heavy workloads, failure to schedule meal periods, and subsequent lack of meal period coverage, Ms. Lepe Tenorio 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, JOYA'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, JOYA systematically failed to pay Ms. Lepe Tenorio and other aggrieved employees for actual hours worked during unpaid meal periods, because JOYA's timekeeping system locked out Ms. Lepe Tenorio 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 JOYA's policy of limiting the amount of overtime employees could accrue, Ms. Lepe Tenorio 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. In addition, as set forth above, Ms. Lepe Tenorio and other aggrieved employees received telephone calls and/or text messages on their personal cellular phones from JOYA's managers outside of their scheduled shifts and traveled to attend JOYA's mandatory trainings at company headquarters. However, JOYA did not compensate Ms. Lepe Tenorio and other aggrieved employees for this time.

Thus, JOYA did not pay at least minimum wages for all hours worked by Ms. Lepe Tenorio and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, JOYA 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, JOYA regularly failed to pay at least minimum wages to Ms. Lepe Tenorio 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. Lepe Tenorio 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 (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, JOYA 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 schedule meal periods, has resulted in a lack of meal period coverage and prevented Ms. Lepe Tenorio and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Moreover, as stated, upon information and belief, because JOYA frowned upon employees accruing meal period penalties, JOYA'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 JOYA. Furthermore, as stated, JOYA's company-wide timekeeping system prevented Ms. Lepe Tenorio and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Lepe Tenorio 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. Lepe Tenorio was interrupted by her supervisors and other employees during her meal periods and tasked with assisting with certain work-related duties, she was not able to clock back in to record these noncompliant meal periods.

JOYA's practices and polices prevented Ms. Lepe Tenorio and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Ms. Lepe Tenorio 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, on at least three (3) occasions, Ms. Lepe Tenorio would work through meal periods entirely because the store was understaffed, particularly on or around holidays.

Additionally, JOYA 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. Ms. Lepe Tenorio 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.

Moreover, JOYA had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. JOYA took the position that non-exempt, hourly paid employees had waived their rights to first 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. JOYA's company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Ms. Lepe Tenorio and other aggrieved employees from taking all meal periods to which they were entitled. And, JOYA's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours due to blanket meal period waivers discouraged Ms. Lepe Tenorio and other aggrieved employees from taking meal periods.

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

Furthermore, JOYA 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. Lepe Tenorio and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that JOYA did pay Ms. Lepe Tenorio and/or other aggrieved employees premium pay for missed, late, and interrupted meal periods, JOYA did not pay Ms. Lepe Tenorio and/or other aggrieved employees at the correct rate of pay for premiums because JOYA 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, JOYA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Lepe Tenorio 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, JOYA regularly failed to authorize and permit Ms. Lepe Tenorio 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, JOYA's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Ms. Lepe Tenorio and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, JOYA failed to schedule rest periods and/or failed to adhere to a schedule of rest periods, which, coupled with JOYA's failure to provide adequate rest period coverage, further led to Ms. Lepe Tenorio and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, upon information and belief, JOYA maintained a company-wide on-premises rest period policy, which mandated that Ms. Lepe Tenorio and other aggrieved employees remain on JOYA's premises during their rest periods. Because Ms. Lepe Tenorio 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, JOYA effectively maintained control over Lepe Tenorio and other aggrieved employees during rest periods.

As a result of JOYA's practices and policies, Ms. Lepe Tenorio 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. Lepe Tenorio had to forego her rest periods altogether at least four (4) days each week due to a lack of rest period coverage. As a further example, Ms. Lepe Tenorio had her rest periods interrupted by customer inquiries and felt pressured to attend to customers because the store and her managers emphasized the importance of customer service.

JOYA 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 JOYA did pay Ms. Lepe Tenorio and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, JOYA did not pay Ms. Lepe Tenorio and/or other aggrieved employees at the correct rate of pay for premiums because JOYA 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, JOYA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Lepe Tenorio 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. JOYA has not provided Ms. Lepe Tenorio 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, JOYA has knowingly and intentionally provided Ms. Lepe Tenorio and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, JOYA issued uniform wage statements to Ms. Lepe Tenorio 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, JOYA violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because JOYA did not record the time Ms. Lepe Tenorio 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), JOYA did not list the correct amount of gross wages and net wages earned by Ms. Lepe Tenorio and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, JOYA failed to accurately list the total number of hours worked by Ms. Lepe Tenorio 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 JOYA did not calculate Ms. Lepe Tenorio's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, JOYA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, JOYA also failed to list the correct amount of net wages in violation of section 226(a)(5). JOYA 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).

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), JOYA willfully failed to maintain accurate payroll records for Ms. Lepe Tenorio 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, JOYA failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Ms. Lepe Tenorio and other aggrieved employees, in violation of section 1198. As stated, JOYA engaged in a company-wide practice and/or policy of falsifying Ms. Lepe Tenorio'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. Lepe Tenorio and other aggrieved employees. Furthermore, in light of JOYA's failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, JOYA kept no records of meal start and end times for second meal periods.

Because JOYA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Lepe Tenorio 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. Lepe Tenorio 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. Lepe Tenorio 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).

<u>Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment</u>

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, JOYA willfully failed to pay Ms. Lepe Tenorio 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. Lepe Tenorio 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, JOYA willfully failed to pay Ms. Lepe Tenorio and other aggrieved employees who are no longer employed by JOYA 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 JOYA's employ.

Ms. Lepe Tenorio 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 § 450 – Compelling Patronization

California Labor Code section 450 provides that an employer may not "compel or coerce any employee, or applicant for employment, to patronize his or her employer, or any other person, in the purchase of anything of value." An employer violates section 450 by forcing an employee to patronize the employer's business in the purchase of a company-provided good.

JOYA had a company-wide policy of requiring employees to purchase uniform items directly from the company. Ms. Lepe Tenorio and other aggrieved employees were required to pay for these uniform items. For example, Ms. Lepe Tenorio and other aggrieved employees were required to wear either a white polo with JOYA's company logo or a black t-shirt with JOYA's company logo. As stated, Ms. Lepe Tenorio had to purchase her unform directly from the company and spent over $100 out-of-pocket purchasing these uniforms but was not reimbursed for the costs of the uniform.

JOYA's conduct of compelling and/or coercing Ms. Lepe Tenorio and other aggrieved employees to purchase goods from them is in violation of California Labor Code section 450. Ms. Lepe Tenorio and other aggrieved employees are 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.*

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

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

JOYA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(14)(A) because Ms. Lepe Tenorio and 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. JOYA's management did not inform Ms. Lepe Tenorio and 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 JOYA's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, Ms. Lepe Tenorio and other aggrieved employees were forced to stand during shifts and denied seats. JOYA's failure to provide suitable seating to Ms. Lepe Tenorio and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, subdivision 14(A).

Ms. Lepe Tenorio and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring JOYA 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 subdivision 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 subdivision 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 subdivision 14(B) during "lulls in operation." *Id.*

JOYA'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. Lepe Tenorio and other aggrieved employees during lulls in operation. JOYA could provide Ms. Lepe Tenorio and other aggrieved employees with a seat or stool in its work areas, but instead denies employees seating and forces Ms. Lepe Tenorio and other aggrieved employees to stand throughout the day.

JOYA did not provide Ms. Lepe Tenorio 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. Lepe Tenorio and other aggrieved employees engaged in duties in which the nature of the work required standing, JOYA denied them the use of seats nearby during lulls in their work duties. Moreover, JOYA did not inform Ms. Lepe Tenorio and other aggrieved employees of their rights to a seat or stool under California law.

As a result of JOYA'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. Lepe Tenorio and other aggrieved employees were forced to stand during shifts and denied seats. JOYA's failure to provide suitable seating to Ms. Lepe Tenorio and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 7-2001, subdivision 14(B).

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

<u>Violation of California Labor Code § 2802 – Unreimbursed Business Expenses</u>

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, JOYA 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, JOYA required Ms. Lepe Tenorio and other aggrieved employees to travel to mandatory trainings at JOYA's company headquarters. As another example, on information and belief, JOYA required other aggrieved employees to use their personal vehicles to run various errands for JOYA. Although JOYA required Ms. Lepe Tenorio and other aggrieved employees to use their own vehicles or obtain alternate transportation to attend mandatory trainings and/or run various errands, JOYA never reimbursed them for their travel expenses.

Second, JOYA had a company-wide policy of requiring Ms. Lepe Tenorio and other aggrieved employees to utilize their own personal cellular phones and cellular data for work-related purposes, but JOYA failed to reimburse them for the costs of their work-related cellular phone expenses. For example, as stated, Ms. Lepe Tenorio's manager would contact her on her personal cellular phone at least once a month when she was not working regarding various work-related inquiries, however, Ms. Lepe Tenorio was not reimbursed for her cellular phone data costs. Although JOYA required Ms. Lepe Tenorio and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, JOYA failed to reimburse them for this cost.

Third, JOYA, on a company-wide basis, forced Ms. Lepe Tenorio and other aggrieved employees to purchase basic supplies and tools that were necessary for completion of their work-related duties. For example, Ms. Lepe Tenorio was forced to purchase whiteboards, markers and binder as these supplies were necessary for Ms. Lepe Tenorio to track the currency exchange rate for customers and process transactions in order to be able to perform her job duties. Upon information and belief, other aggrieved employees were required to pay for tools and equipment, such as, box cutters, leather knife holsters and putty knives. For example, other aggrieved employees were required to use a box cutter to perform their job duties, but would only be provided one box cutter, requiring them to purchase replacements from JOYA as needed. Although JOYA required Ms. Lepe Tenorio and other aggrieved employees to purchase and use their own supplies and tools for work, JOYA did not reimburse them for these expenses.

Fourth, JOYA on a company-wide basis, expected Ms. Lepe Tenorio and other aggrieved employees to report to work in clean and presentable uniforms, including a white polo or a black t-shirt emblazoned with JOYA's logo, but Ms. Lepe Tenorio and other aggrieved employees were required to purchase these uniforms directly from the company and were not reimbursed for their expenses. For example, Ms. Lepe Tenorio spent over $100 out-of-pocket purchasing required company uniforms. Further, Ms. Lepe Tenorio and other aggrieved employees were required to properly maintain and wash their uniforms regularly and incurred laundering costs. JOYA did not reimburse Ms. Lepe Tenorio and other aggrieved employees for their laundering expenses.

Fifth, JOYA, on a company-wide basis, mandated that Ms. Lepe Tenorio and other aggrieved employees purchase personal protective equipment such face masks, which they were required to wear while at work. For example, Ms. Lepe Tenorio was provided with only two (2) reusable face masks and she was not able to launder them between her shifts. If Ms. Lepe Tenorio requested a disposable face mask, she would be written up. Thus, Ms. Lepe Tenorio was forced to purchase 8-10 additional fabric masks which cost approximately $40 out-of-pocket. JOYA did not reimburse Ms. Lepe Tenorio and other aggrieved employees for the costs they incurred to purchase additional face masks.

JOYA could have provided Ms. Lepe Tenorio and other aggrieved employees with the actual tools for use on the job, including company phones, company vehicles, supplies, and uniforms. Or, JOYA could have reimbursed Ms. Lepe Tenorio and other aggrieved employees for the costs of their cellular phone usage, mileage, travel expenses, supplies, personal protective equipment, and uniform and laundering expenses. Instead, JOYA passed these operating costs off onto Ms. Lepe Tenorio and other aggrieved employees. At all relevant times, Ms. Lepe Tenorio did not earn at least two (2) times the minimum wage.

Thus, JOYA had, and continues to have, a company-wide policy and/or practice of not reimbursing Ms. Lepe Tenorio and other aggrieved employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Lepe Tenorio and 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).

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Personal Protective Equipment

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

JOYA, on a company-wide basis, failed to provide Ms. Gonzales and other aggrieved employees with an adequate number of personal protective equipment, such as face masks which JOYA required all employees to wear. For example, as stated, Ms. Lepe Tenorio was provided with only two (2) reusable face masks and, because she was not able to launder them between her shifts, she was forced to purchase 8-10 additional fabric masks at the cost of approximately $40 out-of-pocket. If Ms. Lepe Tenorio requested a disposable face mask, she would be written up. Despite the fact that JOYA required employees to wear certain personal protective equipment, JOYA failed to provide such reasonably necessary equipment to Ms. Lepe Tenorio and other aggrieved employees to keep them safe.

JOYA's failure to provide Ms. Lepe Tenorio and other aggrieved employees with basic personal protective equipment for the workplace violates Labor Code sections 6401 and 6403. Ms. Lepe

Tenorio and other aggrieved employees are therefore entitled to recover 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." JOYA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Lepe Tenorio's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Lepe Tenorio 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. Lepe Tenorio, 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 JOYA for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 450, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Ms. Lepe Tenorio 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. Lepe Tenorio's reasonable attempt to settle her dispute with JOYA prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.,* 34 Cal. 4th 553 (2004), this notice serves to inform JOYA of Ms. Lepe Tenorio's aforementioned grievances and the proposed remedies as detailed below, while affording JOYA a reasonable opportunity to satisfy Ms. Lepe Tenorio's demands.

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

1. JOYA shall pay Ms. Lepe Tenorio and all other aggrieved employees employed by JOYA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. JOYA 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. JOYA shall conduct a survey or interview all current and former aggrieved employees in California who worked for JOYA 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 cellular phone expenses, travel, supply and tool expenses, uniforms and laundering expenses, personal protective equipment expenses, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. JOYA 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. JOYA 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. JOYA shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for JOYA's benefit, including, but not limited to, costs of mileage; travel expenses; cellular phone usage and data; costs of necessary tools, supplies, personal protective equipment, and uniforms, including uniform maintenance and laundering expenses, as required by Labor Code section 2802.

6. JOYA shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.

7. JOYA shall provide Ms. Lepe Tenorio and all aggrieved employees employed by JOYA 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. JOYA shall reimburse Ms. Lepe Tenorio and all aggrieved employees for their costs and expenses incurred as a result of JOYA's conduct of compelling and/or coercing Ms. Lepe Tenorio and other aggrieved employees to purchase goods from them in violation of California Labor Code section 450.

9. JOYA shall implement and provide suitable seating to all aggrieved employees.

10. JOYA shall reimburse Ms. Lepe Tenorio and other aggrieved employees for their costs and expenses incurred to purchase basic personal protective equipment for the workplace, including face masks, which JOYA failed to adequately provide Ms. Lepe Tenorio and other aggrieved employees in violation of Labor Code sections 6401 and 6403.

11. JOYA 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.

12. JOYA 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:

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

Best Regards,

Anthony Castillo

Copy: JOYA FOOD ENTERPRISES, INC. (via U.S. Certified Mail); CANELO 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); 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)

UNITED STATES POSTAGE
PITNEY BOWES
$008.08⁰
02 1P
0000666553 MAY 21 2021
MAILED FROM ZIP CODE 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:

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

9590 9403 0424 5163 3672 91

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0118

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL

7020 1810 0000 4166 0118

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

one
LAW APC
y Park East, Ste 1000
CA 90067

7020 1810 0000 4166 0118

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
$ 3.60

Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 2.85
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 1.63

Total Postage and Fees
$ 8.08

Postmark Here

Tenorio v. Joya Food Enterprises, Inc.

Sent To
JOYA FOOD ENTERPRISES, INC.

Street and Apt. No., or PO Box 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

UNITED STATES POSTAGE
PITNEY BOWES
02 1P $008.08⁰
0000666553 MAY 21 2021
MAILED FROM ZIP CODE 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 X ☐ Agent ☐ Addressee B. Received by *(Printed Name)* C. Date of Delivery
1. Article Addressed to: SANTA ISABEL ENTERPRISES, INC. 10147 SAN FERNANDO RD PACOIMA, CA 91331 9590 9403 0424 5163 3673 07	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number *(Transfer from service label)* 7020 1810 0000 4166 0101	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, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL®

7020 1810 0000 4166 0101

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

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

7020 1810 0000 4166 0101

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Certified Mail Fee $ 3.60	Postmark Here
Extra Services & Fees *(check box, add fee as appropriate)* ☒ Return Receipt (hardcopy) $ 2.85 ☐ Return Receipt (electronic) $ ☐ Certified Mail Restricted Delivery $ ☐ Adult Signature Required $ ☐ Adult Signature Restricted Delivery $	Tenorio v. Santa Isabel Enterprises, Inc.
Postage $ 1.63	
Total Postage and Fees $ 8.08	

Sent To SANTA ISABEL ENTERPRISES, INC.
Street and Apt. No., or PO Box No. 10147 SAN FERNANDO RD
City, State, ZIP+4® PACOIMA, CA 91331

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0000666553 MAY 21 2021
MAILED FROM ZIP CODE 90067

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1. Article Addressed to:

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

9590 9403 0424 5163 3673 14

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0149

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™
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CERTIFIED MAIL

7020 1810 0000 4166 0149

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

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

7020 1810 0000 4166 0149

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$ 3.60

Extra Services & Fees *(check box, add fee as appropriate)*
☒ Return Receipt (hardcopy) $ 2.85
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$ 1.63

Total Postage and Fees
$ 8.08

Postmark Here

Tenorio V. Canelo
Enterprises, Inc.

Sent To CANELO ENTERPRISES, INC.
Street and Apt. No., or PO Box 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

UNITED STATES POSTAGE
PITNEY BOWES
$008.08⁰
02 1P
0000666553 MAY 21 2021
MAILED FROM ZIP CODE 90067

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.
- 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 9403 0424 5163 3673 21

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0132

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL

7020 1810 0000 4166 0132

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

one
LAW APC
y Park East, Ste 1000
CA 90067

7020 1810 0000 4166 0132

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Extra Services & Fees *(check box, add fee as appropriate)*
☑ Return Receipt (hardcopy) $ 2.85
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$ 1.63

Total Postage and Fees
$ 8.08

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Tenorio V. Gonzalez Management Company, Inc.

Sent To
GONZALEZ MANAGEMENT COMPANY, INC.

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10147 SAN FERNANDO RD

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0000666553 MAY 21 2021
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1. Article Addressed to:

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

9590 9403 0424 5163 3671 92

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0125

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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7020 1810 0000 4166 0125

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

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

7020 1810 0000 4166 0125

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☑ Return Receipt (hardcopy) $ 2.85
☐ 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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Tenorio v. Jalos Food Enterprises, Inc.

Sent To
JALOS FOOD ENTERPRISES, INC.

Street and Apt. No., or PO Box No.
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City, State, ZIP+4®
PACOIMA, CA 91331

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02 1P
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1. Article Addressed to:

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

9590 9403 0424 5163 3672 22

2. Article Number *(Transfer from service label)*

7020 1290 0001 8879 4884

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

PS Form 3811, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

CERTIFIED MAIL

7020 1290 0001 8879 4884

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

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

7020 1290 0001 8879 4884

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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 $

Postmark Here

Tenorio V. Zevada Enterprises, Inc.

Postage
$ 1.63

Total Postage and Fees
$ 8.08

Sent To ZEVADA ENTERPRISES, INC.

Street and Apt. No., or PO Box No. 10147 SAN FERNANDO ROAD

City, State, ZIP+4® PACOIMA, CA 91331

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

UNITED STATES POSTAGE
PITNEY BOWES
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- 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 9403 0424 5163 3672 15

2. Article Number *(Transfer from service label)*

7020 1290 0001 8879 4891

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
- nsured Mail
- nsured 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**, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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

CERTIFIED MAIL®

7020 1290 0001 8879 4891

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

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Certified Mail Fee
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Extra Services & Fees *(check box, add fee as appropriate)*

- ☒ Return Receipt (hardcopy) $ 2.85
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$ 1.63

Total Postage and Fees
$ 8.08

Postmark Here

Tenorio v. Zixta Enterprisos, Inc.

Sent To: ZIXTA ENTERPRISES, INC.
Street and Apt. No., or PO Box No.: 10147 N. SAN FERNANDO RD
City, State, ZIP+4®: PACOIMA, CA 91331

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:

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

9590 9403 0424 5163 3673 14

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0149

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 5-27-21

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, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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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 9403 0424 5163 3673 21

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0132

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 5-21-21

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, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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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.
- 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 9403 0424 5163 3672 15

2. Article Number *(Transfer from service label)*

7020 1290 0001 8879 4891

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 5-27-21

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, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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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 9403 0424 5163 3672 91

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0118

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 5-27-21

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, April 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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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 9403 0424 5163 3672 22

2. Article Number *(Transfer from service label)*

7020 1290 0001 8879 4884

COMPLETE THIS SECTION ON DELIVERY

A. Signature X [illegible] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery 5-27-21

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

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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- 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 9403 0424 5163 3671 92

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0125

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
5-28-4

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, April 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:

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

9590 9403 0424 5163 3673 07

2. Article Number *(Transfer from service label)*

7020 1810 0000 4166 0101

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
5-28-4

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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