

March 10, 2025

PAGA NOTICE FILED ELECTRONICALLY

Re: Amended Notice Letter on Behalf of ALEJANDRO HERNANDEZ and Aggrieved Employees Under California Labor section 2699.3

Employers: Tacos El Gavilan, Inc.
Attn: Agent for Service of Process
Raquel Velazquez
5182 Malabar St.
Vernon, California 90058

Roberto Velasquez
9617 Stamps Ave.
Downey, California 90240

Cingular Food Handlers, Incorporated
Attn: Agent for Service of Process
Jose Shuton
110 E. Wilshire Avenue, Suite 307
Fullerton, California 92832

Cingular HR, Inc.
Attn: Agent for Service of Process
William R. Mitchell
1 Venture, Suite 235
Irvine, California 92618

Cingular Grocers
Attn: Agent for Service of Process
Jose Shuton
8211 Firestone Blvd., 2nd Floor
Downey, California 90241

Alli West Group One, Inc.
Attn: Agent for Service of Process
Jose Shuton
110 E. Wilshire Ave., Suite 307
Fullerton, California 92832

Alli North Group One, Inc.
Attn: Agent for Service of Process
Jose Shuton
110 E. Wilshire Ave., Suite 307
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Alli East Group One, Inc.
Attn: Agent for Service of Process
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8211 Firestone Blvd.
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Tacos El Gavilan, LLC
Attn: Agent for Service of Process
Raquel Velazquez
5182 Malabar St.
Vernon, California 90058

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To Whom It May Concern:

This amended letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time the initial PAGA Notice was submitted online to the Department of Industrial Relations.

This amended PAGA Notice concerns ALEJANDRO HERNANDEZ’s (“Employee”) employment with Employee’s former employers: Tacos El Gavilan, Inc; Roberto Velasquez; Cingular Foods Handlers, Inc.; Cingular HR, Inc., Cingular Grocers; Alli West Group One, Inc.; Alli North Group One, Inc.; Alli East Group One, Inc.; and Tacos El Gavilan, LLC (“Employers”). Employee was employed as a non-exempt employee of Employers, at without limitation, 13009 Valley Blvd., La Puente CA 91746, with duties that included, but were not limited to, cleaning and cashier duties, from approximately December of 2017 through September of 2024. Employee seeks to represent non-exempt employees of Employers Tacos El Gavilan, Inc; Roberto Velasquez; Cingular Foods Handlers, Inc.; Cingular HR, Inc., Cingular Grocers; Alli West Group One, Inc.; Alli North Group One, Inc.; Alli East Group One, Inc.; and Tacos El Gavilan, LLC, and each of them, as further set forth below. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as “Aggrieved Employees”. Moreover, the allegations herein shall encompass the “PAGA Period”, which shall refer to one year preceding the date of the initial PAGA Notice letter filed by Employee as to the allegations therein and one year preceding the date of this letter as to the allegations herein and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employers’ violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employers had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employers’ control due to, without limitation: In addition, Employers failed to pay at the proper overtime include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay. Moreover, from the information provided by Employers, it appears that, at least for a portion of time, Employers failed to pay for all time clocked in by Employee and Aggrieved Employees because of, although unclear from the time and pay records shown, either the detrimental rounding, editing and/or manipulation of time entries to show less hours than actually worked. These practices were all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 223, 551, 552, 1194, 1198, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, unpaid overtime wages each day worked by

each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employers' control each day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to suffer under Employers' control due to, without limitation: and/or go through security screenings and/or temperature checks off the clock. Moreover, from the information provided by Employers, it appears that, at least for a portion of time, Employers failed to pay for all time clocked in by Employee and Aggrieved Employees because of, although unclear from the time and pay records shown, either the editing and/or manipulation of time entries to show less hours than actually worked. As such, Employee is informed and believes, and based thereon alleges, that Employers violated, without limitation, Labor Code sections 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475 (only for fast food employees), 1194, 1194.2, and 1198 to compensate them for work each day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation; by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to walking time; time spent having to wait in line to clock back in. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for

each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together;; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employers would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employers failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employers would also be liable for civil penalties pursuant to Labor Code sections

558, 1174.5, and 2699. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employers' herein-described policies or practices, Employers also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 226 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 were not paid for these violations of Labor Code sections 226. Employers would thus be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employers, both independently and for the reasons stated above, also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed. Consequently, Employee is informed and believes, and based thereon alleges, that Employers violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 for each pay period worked during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employers also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for separately laundering mandatory uniforms and for the purchase and maintenance of cellular phones and cellular phone plans, as required by Labor Code sections 2800 and 2802, and other statutory and

common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employers are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employers would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employers has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employers also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employers violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employers would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employers had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employers did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198 due to, among other things, the violations set forth above, the derivative nature of which is an implicit consequence of the rationale in *Camp v. Home Depot USA, Inc.* (2022) 84 Cal.App.5th 638. As such, Employee is informed and believes, and based thereon alleges that Employers violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed

and believes, and based thereon alleges, that Employers' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employers would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employers would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employers previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employers is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employers is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employers is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employers is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employers is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employers is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employers is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

If within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employers that its policy or practice giving rise to such violations was unlawful, Employers would be further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). To the extent Employers was found to have unlawfully committed some or all of the above-related Labor Code violations, Employers would thus be subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employers' conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employers thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employers' receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employers to allege causes of

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action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

/s/ David D. Bibiyan

David D. Bibiyan

cc: Tacos El Gavilan, Inc.
(via U.S. Certified Mail, Return Receipt Requested)

Roberto Velasquez
(via U.S. Certified Mail, Return Receipt Requested)

Cingular Foods Handlers, Inc.
(via U.S. Certified Mail, Return Receipt Requested)

Cingular HR, Inc., Cingular Grocers
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Alli East Group One, Inc.
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Tacos El Gavilan, LLC
(via U.S. Certified Mail, Return Receipt Requested)