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June 12, 2025

Via PAGA Filing Portal

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

Re: **SNYP Restaurants, LLC**
**Amended Notice of Labor Code Violations pursuant to Labor Code
§ 2699.3(a)(1)**

Dear Sir or Madam:

This letter shall supplement our April 8, 2025 submission on behalf of aggrieved employee Patricia Lerma Sarmiento and shall constitute the required written notification under California Labor Code § 2699.3(a)(1) that Ms. Lerma alleges against her former employer, SNYP Restaurants, LLC (“SNYP”), various violations of the California Labor Code.

Specifically, Ms. Lerma alleges that SNYP was engaged in the following unlawful employment practices:

1. Failure to pay Ms. Lerma and other aggrieved employees all wages owed in violation of California Labor Code §§ 510, 1194, and 1198.

Ms. Lerma was employed by SNYP as a non-exempt, hourly paid employee from approximately August 2022 to approximately September 3, 2024. Ms. Lerma’s job duties included preparing sandwiches at one of SNYP’s business locations in Irvine, California.

Ms. Lerma and other aggrieved employees (collectively, “employees”) were not paid all of the wages owed to them due to a number of unlawful policies and practices. Employees worked overtime hours that were not paid at the correct rate because SNYP would transfer hours from one workday to another to create the appearance that employees did not work overtime at all or worked less overtime than in reality. Also, SNYP required employees to attend meetings and complete training outside of their regularly scheduled shifts, and did not pay employees for this time.

2. Failure to provide Ms. Lerma and other aggrieved employees with compliant meal and rest breaks or pay premium compensation in lieu thereof, in violation of

California Labor Code §§ 226.7 and 512. Employees were not able to take duty-free meal breaks of at least 30 minutes for every 5 hours of work. Employees often missed meal breaks, took late meal breaks, or were not able to take the full 30 minutes because the stores were understaffed. SNYP did not pay meal period premium wages when compliant meal periods were not provided.

3. Failure to provide Ms. Lerma and other aggrieved employees with compliant rest periods or pay premium compensation in lieu thereof, in violation of California Labor Code § 226.7. SNYP failed to provide employees with a 10-minute rest period for every 4 hours worked or major fraction thereof. Employees were given a heavy workload and tight deadlines that did not permit them to take legally compliant rest breaks. SNYP failed to pay rest period premium wages when employees were not provided with compliant rest periods.
4. Failure to reimburse Ms. Lerma and other similarly situated employees for necessary business-related expenses, in violation of California Labor Code §§ 2800 and 2802. Employees were required to use their personal vehicles for work-related purposes and were not reimbursed for this expense.
5. Failure to timely pay Ms. Lerma and other aggrieved employees all wages owed at the time of termination or resignation, in violation of California Labor Code §§ 201 – 203. SNYP failed to pay employees the unpaid wages described herein upon the separation of their employment.
6. Failure to provide Ms. Lerma and other aggrieved employees with all wages owed during their employment, in violation of California Labor Code §§ 204 and 210. SNYP failed to pay employees the unpaid wages and meal and rest period premium wages described in paragraphs 1 – 3 herein.
7. Failure to provide Ms. Lerma and other aggrieved employees with accurate itemized wage statements, in violation of California Labor Code § 226(a). The number of hours worked and the corresponding hourly rates are inaccurate as a result of the failure to pay wages described in paragraph 1 herein.
8. Violation of California Labor Code § 558, as an extension of the failure to pay wages and the failure to provide meal breaks described herein. Labor Code § 558 provides that an employer or person acting on behalf of an employer who violates (or causes to be violated) a provision of Labor Code §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to other civil penalties provided for by law. As set forth herein, SNYP has violated Labor Code § 512 and IWC Wage Order 5-2001, § 3, and is thus liable for penalties under Labor Code § 558.

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Please advise within the required time period whether or not the Labor and Workforce Development Agency intends to investigate these alleged violations. If no such notice is received within 65 calendar days of the postmark date of this letter, Ms. Lerma will proceed with a civil action for penalties pursuant to Labor Code § 2699.

Thank you for your prompt attention to this request.

Respectfully,



Karen L. Wallace

cc: **Via Certified Mail**
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Chatsworth, CA 91311

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