



May 15, 2025

Via Certified Electronic Mail

Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Via Certified Mailing No. 9589 0710 5270 2380 5931 79

Culinary Innovation LLC
1202 McGraw Ave.
Irvine, CA 92614

Re: **Luis Delgado v. Culinary Innovation LLC**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION
2698 ET SEQ.**

To: Labor and Workforce Development Agency; Culinary Innovation LLC

From: Luis Delgado, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, AP Law Offices, represents the interests of Luis Delgado ("Mr. Delgado"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Culinary Innovation LLC ("Employer") is a California limited liability company. Mr. Delgado began working for Employer on or about June 1, 2021 until approximately May 31, 2024 as a Warehouse Worker earning \$23 per hour.

Mr. Delgado alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194 and 1197, and 2802 by:

- a) Failing to Provide Mr. Delgado and similarly aggrieved employees with lawful regular and overtime wages;
- b) Failing to provide Mr. Delgado and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- c) Failing to provide Mr. Delgado and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- d) Failing to provide Mr. Delgado and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records; and
- e) Failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Delgado and the similarly aggrieved employees are identifiable current and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action. Mr. Delgado was employed by Employer as a Warehouse Worker.

A. Employer Failed to Pay Mr. Delgado and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Employer failed to pay Mr. Delgado and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Specifically, Mr. Delgado and other aggrieved employees regularly worked during meal and rest periods and beyond their scheduled shifts without compensation for their time worked. Additionally, Employer failed to pay Mr. Delgado and other similarly aggrieved employees with overtime wages for hours worked in excess of 8 daily and/or 40 weekly.

As a result, Employer failed to compensate Mr. Delgado and those similarly situated for all time actually worked and all overtime wages earned. Employer was obligated to pay Mr. Delgado and other aggrieved employees overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in excess of twelve (12) in one (1) day. Employer's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

B. Employer failed to provide Mr. Delgado and aggrieved employees with compliant meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Nor shall an employer employ a person for a work period of more than ten hours without providing a second uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Mr. Delgado and aggrieved employees worked 8 hours or more each workday but did not receive a timely, uninterrupted 30-minute meal period. When Mr. Delgado and aggrieved employees

were not provided with requisite meal periods, they were not compensated with one hour of pay at their regular rate of pay as required by law.

Because the Employer required employees to record meal periods Employer knew they did not receive their 30-minute meal period and were not paid an additional hour of pay at their regular rate of pay. Despite knowledge that employees were not receiving full, uninterrupted meal periods, Employer refused to compensate Mr. Delgado and aggrieved employees with their owed wages.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Mr. Delgado and aggrieved employees with compliant rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a 10-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with the required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Mr. Delgado and other aggrieved employees were not provided a rest periods. Employer did not maintain a policy or practice to pay an additional hour of pay for forgone or untimely rest periods.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Mr. Delgado and aggrieved employees with accurate itemized wage statements

Pursuant to Labor Code section 226, subdivision (a), "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the

name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

By failing to pay Mr. Delgado and aggrieved employees for all hours worked, including regular and overtime wages, premium compensation for missed meal and rest periods, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked, inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Further, the wage statement provided to Employee, and Similarly Aggrieved Employees, failed to list Employer’s legally accurate address as listed on their Statement of Information filed with the State of California which is, “1202 McGaw Ave, Irvine, CA 92614” and instead listed the incorrect address as “13415 Estelle Street, Corona, CA 92879”.

Employer’s conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Mr. Delgado and aggrieved employees all wages earned and owed at separation of employment.

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

At the time that Mr. Delgado and aggrieved employees were terminated, Employer failed to compensate them for all wages earned in the form of wages, meal and rest period premiums as described herein.

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Accordingly, Mr. Delgado and aggrieved employees are entitled to thirty days of waiting time penalties.

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F. Employer failed to reimburse Mr. Delgado and aggrieved employees for necessary job expenditures incurred in performance of their duties.

Further, Employer required Employee and similarly aggrieved employees to use their personal cell phones for use in carrying out their job duties, drive their personal vehicles to pick up supplies or equipment without receiving mileage reimbursement, and purchase and or maintain Employer's uniform shirts. Employer required Employee and his coworkers to use their personal cell phones to communicate with Employer and Employer's customers pertaining to the products or assignments. Employer failed to reimburse Employee and similarly aggrieved employees for the use of their personal cell phones, mileage driven, and purchase and/or maintenance of uniform shirts in violation of Labor Code section 2802 and therefore is actionable under PAGA.

G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Delgado becomes aware of additional compensation owed or losses incurred by Mr. Delgado or by any other aggrieved employee of Employer, Mr. Delgado expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

AP Law Offices, PC
Alexander Perez, Esq.
223 North Garfield Ave., Suite 106
Los Angeles, CA 91754
Tel: (213) 638-2726
Email: Alex@aplawoffices.net; Anthony@aplawoffices.net

Sincerely,

Alexander Perez, Esq.
Anthony Pineda, Esq.
AP Law Offices, PC