



GUZMÁN & TOKAR LLP
440 N. Barranca Ave., Ste. 1354
Covina, California 91723

(626) 427-7128 Office
(626) 427-7128 Facsimile

www.guzmanandtokar.com

Marcia Guzmán, Esq
marcia@guzmanandtokar.com
(213) 342-6329 Direct

June 12, 2025

Labor and Workforce Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, California 90013

Via Email Submission Only

C T Corporation System, Agent for Service of Process

Via Certified Mail.
(Return Receipt Requested)

UNFI DISTRIBUTION COMPANY, LLC
UNFI GROCERS DISTRIBUTION, INC.
UNFI TRANSPORT, LLC
UNFI WHOLESALE, INC.
TONY'S FINE FOODS

330 N. Brand Blvd., Suite 700
Glendale, CA 91203

PRIVATE ATTORNEY GENERAL ACT NOTICE

*Re: NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2699.3 ("PAGA")*

*RE: UNFI DISTRIBUTION COMPANY, LLC, UNFI GROCERS DISTRIBUTION, INC., UNFI
TRANSPORT, LLC, UNFI WHOLESALE, INC., and TONY'S FINE FOODS*

Dear Sir or Madam:

This firm represents Jose Trinidad Alonso Nuñez ("Plaintiff"), who was employed by UNFI Distribution Company, LLC, UNFI Grocers Distribution, Inc., UNFI Transport, LLC, UNFI

GUZMÁN & TOKAR LLP

Jose Trinidad Alonso Nuñez v. UNFI Distribution Company, LLC, UNFI Grocers Distribution, Inc., UNFI Transport, LLC, UNFI Wholesale, Inc., and Tony's Fine Foods

Page 2 of 5

Wholesale, Inc., and Tony's Fine Foods (collectively, "Defendants"), from approximately 2007 until his termination on or about September 11, 2024. Plaintiff brings this notice on behalf of himself and all other non-exempt Aggrieved Employees who worked for Defendants in California during the one-year period preceding this notice through the present.

Defendants are a multi-entity national food distribution conglomerate operating warehouses and trucking operations throughout California. Plaintiff worked out of the West Sacramento distribution center as a long-haul and local truck driver. Based on Plaintiff's firsthand experience and conversations with co-workers, the violations described below were committed pursuant to common policies and practices affecting all non-exempt drivers and warehouse staff.

I. MEAL PERIOD VIOLATIONS (Cal. Lab. Code §§ 226.7, 512; IWC Wage Order 9)

Defendants failed to provide Plaintiff and Aggrieved Employees with lawful meal periods. Drivers were frequently scheduled for shifts exceeding 10 hours but were not provided a second meal break, and the first meal break was either late, interrupted, or entirely missed. The pressure to complete lengthy delivery routes—some requiring 5 hours each way (e.g., Sacramento to Tiburon and back)—resulted in missed breaks.

Defendants maintained a practice of requiring employees to clock out for meal breaks even when no break was taken, creating false records of compliance. Plaintiff was specifically instructed to clock out after 5 hours but continue working to avoid violating federal and state delivery deadlines. Meal period waivers were improperly obtained or applied beyond legal limits.

II. REST BREAK VIOLATIONS (Cal. Lab. Code § 226.7; IWC Wage Order 9)

Plaintiff and Aggrieved Employees were denied ten-minute rest breaks for every four hours worked or major fraction thereof. Due to route lengths, time constraints, and the difficulty of parking commercial trucks in urban areas like San Francisco, breaks were either skipped entirely or shortened to less than ten minutes. Supervisors exerted control over break timing and instructed drivers to "log breaks" to avoid penalty reports—even if no break was taken.

III. UNPAID OVERTIME (Cal. Lab. Code §§ 510, 1194, 1198)

Plaintiff regularly worked 12–16 hour days, well in excess of 8 hours per day and 40 hours per week. Despite this, he was often only compensated for scheduled or rounded hours. Defendants failed to pay the correct premium rate for overtime hours and failed to include nondiscretionary pay components (such as meal/rest premiums) in the regular rate of pay.

Plaintiff was also required to perform off-the-clock work before and after shifts, including route preparation and post-trip truck inspections. These hours were uncompensated and not recorded on wage statements.



GUZMÁN & TOKAR LLP

Jose Trinidad Alonso Nuñez v. UNFI Distribution Company, LLC, UNFI Grocers Distribution, Inc., UNFI Transport, LLC, UNFI Wholesale, Inc., and Tony's Fine Foods

Page 3 of 5

IV. FAILURE TO PAY FOR ALL HOURS WORKED (Cal. Lab. Code §§ 204, 1194, 1197, 1198)

Defendants rounded time entries in a manner that systematically shaved paid time from employees. This occurred through electronic timekeeping systems that logged pre-set times, regardless of actual clock-in/clock-out activity. Plaintiff observed that coworkers would begin driving or completing tasks before being clocked in or after being clocked out. These practices resulted in failure to pay minimum wage and all wages owed for all hours worked.

V. WAITING TIME PENALTIES (Cal. Lab. Code §§ 201–203)

At termination, Defendants failed to timely pay Plaintiff all wages owed, including 176 hours of accrued PTO, unpaid overtime, and missed break premiums. Final pay was not issued within 72 hours of separation, and the PTO was not paid at all, triggering penalties for each day the wages remained unpaid.

VI. NON-COMPLIANT WAGE STATEMENTS (Cal. Lab. Code §§ 226, 226.3)

Defendants issued wage statements that omitted overtime hours, premium pay for missed breaks, and accurate records of total hours worked. Plaintiff's pay stubs also failed to itemize when breaks were paid as premiums or whether off-the-clock time was captured. The systemic nature of these omissions affected all similarly situated employees, as shown by time records that mirrored scheduled hours rather than actual time worked.

VII. UNREIMBURSED BUSINESS EXPENSES (Cal. Lab. Code § 2802)

Plaintiff used his personal cell phone for dispatch communication and received only two reimbursement payments of \$20 in 2024, despite working nine months that year. The company did not provide alternative devices and required drivers to accept calls and texts related to route changes, deliveries, and emergencies. Other Aggrieved Employees were similarly expected to use personal cell phones and GPS apps without reimbursement.

VIII. IMPROPER RECORDKEEPING (Cal. Lab. Code §§ 1174, IWC Wage Order 9)

Defendants failed to maintain accurate records of Plaintiff's and Aggrieved Employees' work hours, start/end times, and meal and rest breaks. The time records reflect pre-set schedules rather than actual hours worked. Defendants' failure to track breaks, off-the-clock work, and second meal periods violated Cal. Lab. Code § 1174(d) and Wage Order 9.

IX. FAILURE TO PRODUCE EMPLOYMENT RECORDS (Cal. Lab. Code §§ 1198.5, 226, 432)

Plaintiff made a written request for employment and payroll records on October 7, 2024. Defendants failed to produce complete records until October 21 and November 6, 2024—well



GUZMÁN & TOKAR LLP

Jose Trinidad Alonso Nuñez v. UNFI Distribution Company, LLC, UNFI Grocers Distribution, Inc., UNFI Transport, LLC, UNFI Wholesale, Inc., and Tony's Fine Foods

Page 4 of 5

beyond statutory deadlines. The records were incomplete and omitted meal break data and PTO accruals. Defendants violated the 21-day and 30-day production rules under Cal. Lab. Code §§ 226(c) and 1198.5(b), and Plaintiff is entitled to penalties under § 226(f) and § 1198.5(k).

X. SYSTEMIC POLICIES AFFECTING ALL AGGRIEVED EMPLOYEES

Defendants maintained uniform policies and practices across all California locations that resulted in:

- Misclassification of time worked due to rounding and off-the-clock labor;
- Requiring drivers to log false break periods;
- Denial of second meal periods for shifts over 10 hours;
- Reimbursement policies that failed to cover necessary business expenses;
- Deliberate underpayment or delay of final wages;
- Inaccurate wage statements that concealed violations.

These practices were not limited to Plaintiff. Drivers assigned similar routes and schedules were subject to the same expectations and policies, as confirmed by Plaintiff's communications with colleagues. The violations described herein occurred as a direct result of Defendants' uniform scheduling, recordkeeping, and compensation systems.

Defendants are in violation of the following provisions of the California Labor Code and Wage Orders, including but not limited to:

- §§ 201–203 (Final Pay & Waiting Time Penalties)
- §§ 204, 210, 558 (Timely Payment of Wages)
- §§ 226, 226.3 (Itemized Wage Statements)
- §§ 226.7, 512 (Meal/Rest Period Premiums)
- §§ 2802 (Business Expense Reimbursement)
- §§ 510, 1194, 1197, 1197.1, 1198 (Overtime, Minimum Wage, Hours Worked)
- §§ 1174, Wage Order 9 (Recordkeeping)
- §§ 1198.5, 226(c), 432 (Access to Personnel/Payroll Records)

NOTICE OF INTENT TO PURSUE CIVIL PENALTIES

Plaintiff intends to file a civil action for recovery of penalties under Cal. Lab. Code §§ 2699(a) and (f) if the LWDA does not issue a notice of intent to investigate within the statutory period. This letter has been submitted electronically to the Labor and Workforce Development Agency and will be mailed to each Defendant and their registered agents via certified mail, return receipt requested, pursuant to Cal. Lab. Code § 2699.3(a)(1).

Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service and Defendants by certified mail.

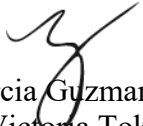


GUZMÁN & TOKAR LLP

Jose Trinidad Alonso Nuñez v. UNFI Distribution Company, LLC, UNFI Grocers Distribution, Inc., UNFI Transport, LLC, UNFI Wholesale, Inc., and Tony's Fine Foods
Page 5 of 5

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached through email at marcia@guzmanandtokar.com or you may call our office at (626) 427-7128.

Very truly yours,


Marcia Guzman, Esq.
/s/ Victoria Tokar, Esq.

MG/ga
CC: Jose Trinidad Alonso Nuñez

