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June 10, 2025

McBride Hospitality LLC
d.b.a. Chick-fil-A/ The Marketplace FSU (01536)
Attn: Jarrod McBride
13490 Jamboree Rd.
Irvine, CA 92602

Jarrod McBride
32220 Via Angelia,
San Juan Capistrano, CA 92675

RE: *Jamie Guzman Robledo / McBride Hospitality, LLC, et al.*

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*), Jamie Guzman Robledo ("Robledo") provides notice on behalf of himself and all other persons who currently work, or have worked, for McBride Hospitality, LLC, a California limited liability company, d.b.a. Chick-fil-A/ The Marketplace FSU (01536), and Jarrod McBride (collectively referred to "Chick-fil-A") in the State of California during the applicable limitations period and who both performed exporting food products services and were classified by Chick-fil-A as hourly non-exempt employees (the "Aggrieved Employees"). As set forth herein, Chick-fil-A violated the rights of Robledo and the Aggrieved Employees under Labor Code §§ 201, 202, 203, 204, 226.7, and 1198.

Robledo is a former employee of Chick-fil-A hired as a cook and a dishwasher. Chick-fil-A is a fast food chain doing business in California. Robledo worked at the restaurant location in Irvine, County of Orange, California from approximately October 25, 2014, until he was terminated on or around February 14, 2025.

At all relevant times the entity that comprises Chick-fil-A has been “persons” within the meaning of Labor Code § 18. Robledo is informed and believes and thereon alleges that, at all relevant times, the entity that comprises Chick-fil-A has been an employer of Robledo and the Aggrieved Employees within the meaning of Section 2(G) of Industrial Welfare Commission Order No. 5-2001 (the “Wage Order”) in that each entity has, either directly or indirectly, or through an agent or any other person, employed or exercised control over the wages, hours, or working conditions of Robledo and the Aggrieved Employees. At all relevant times, Robledo and the Aggrieved Employees have been “employees” of Chick-fil-A within the meaning of Section 2(F) of the Wage Order and “aggrieved employees” within the meaning of Labor Code § 2699(c).

Failures to Provide Rest Periods

Under Labor Code § 1198, “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Under Section 12 of the Wage Order, an employer must authorize and permit net rest periods of at least ten minutes for each four-hour work period, or major fraction thereof, except for employees whose shifts do not exceed 3.5 hours. Said rest periods must be paid and must be counted as hours worked. Said rest periods also have to be completely duty-free. To comply with these requirements, employers must authorize and permit paid rest periods as follows based on shift length: (1) 3.50 to 6.00 hours – one rest period; (2) 6.01 to 10.00 hours – two rest periods; (3) 10.01 to 14.00 hours – three rest periods; and (4) 14.01 hours to 18.00 hours – four rest periods. In addition, an employee may not waive a rest period unless the employer has already authorized the rest period. Further, the employer must make good faith efforts to provide each rest period in the middle of each four-hour work period insofar as is practicable.

Under Labor Code § 226.7, and Section 12 of the Wage Order, an employer cannot require an employee to work during a meal or rest period mandated under the Wage Order and must pay premium wages on each workday when the meal or rest period is not provided.

At all relevant times, Chick-fil-A violated the rights of Robledo and the Aggrieved Employees under requirements by: (1) not authorizing rest periods in a manner that allowed for at least ten minutes of *net* rest period time and, instead, timing their rest periods and disciplining them for taking rest periods in excess of ten recorded minutes; and (2) not paying them premium wages for missed rest periods or rest periods that were not at least a *net* ten minutes. Specifically, by timing rest periods as described herein, Chick-fil-A authorized less than ten minutes of actual rest time because Chick-fil-A’s strict timing requirements did not consistently give Robledo and the Aggrieved Employees sufficient time to get to and from areas suitable for resting and denied them the full benefits of their rest periods without paying them premium wages. Further, by keeping time records of rest periods and not paying premium wages for missed or short rest periods as indicated by the records, Chick-fil-A denied premium wages to Robledo and the Aggrieved Employees.

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Failures to Provide Accurate Wage Statements and Maintain Required Records

Labor Code § 226(a) states in pertinent part,

An 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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.

At all relevant times, Chick-fil-A violated the rights of Robledo and the Aggrieved Employees under these requirements by providing them with wage statements with at least the following defects: (1) statements that fail to accurately state the amounts of gross and net wages earned as a result of not paying them all earned premium wages in violation of §§ 226(a)(1) and (a)(5); (2) statements that fail to accurately list all applicable hourly and piece-rate rates in effect and the corresponding number of hours worked at each rate and/or piece rate units earned as a result of not paying premium wages in violation of § 226(a)(9).

Failures to Timely Pay Wages

In relevant part, Labor Code § 201(a) states,

If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

In relevant part, Labor Code § 202(a) states,

If 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.

In relevant part, Labor Code § 203(a) states,

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, 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.

In relevant part, Labor Code § 204 states,

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 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. However, salaries of executive, administrative, and professional employees of employers covered by the Fair Labor Standards Act, as set forth pursuant to Section 13(a)(1) of the Fair Labor Standards Act, as amended through March 1, 1969, in Part 541 of Title 29 of the Code of Federal Regulations, as that part now reads or may be amended to read at any time hereafter, may be paid once a month on or before the 26th day of the month during which the labor was performed if the entire month's salaries, including the unearned portion between the date of payment and the last day of the month, are paid at that time.

(b)(1) Notwithstanding any other provision of this section, 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

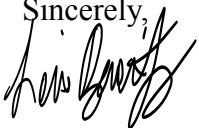
Chick-fil-A violated the rights of Robledo and the Aggrieved Employees in at least the following ways under these statutes: (1) by failing to timely pay earned premium wages during employment in violation of Labor Code § 204; and (2) by failing to timely pay all earned premium wages as set forth herein in accordance with the requirements of Labor Code §§ 201-203 to Robledo and separated Aggrieved Employees.

Conclusion

As indicated above, this letter constitutes the notice required under Labor Code § 2699.3. Insofar as it is directed toward Chick-fil-A, please be advised that Robledo intends to seek attorneys' fees, costs, and injunctive relief, in addition to the maximum civil penalties allowed by the Labor Code, in a civil action if the LWDA declines to investigate this matter.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Louis Benowitz

cc: Labor and Workforce Development Agency
(via online submission)