



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 1 of 7

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAfiling@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Oscar Francisco Lopez Benavidez v. Panda Express, Inc.*

Dear Representative:

This office represents Oscar Francisco Lopez Benavidez (“**Mr. Lopez Benavidez**”) with respect to his claims under the California Labor Code against Panda Express, Inc. and Panda Restaurant Group, Inc. (“**Employer**”). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Mr. Lopez Benavidez from approximately December 28, 2023, to March 28, 2025, as an hourly, non-exempt employee. During his employment with Employer, Mr. Lopez Benavidez was employed as a Cook and Kitchen Help Staff at Employer’s location at 2585 North Hollywood Way, Burbank, CA 91505. Employer is a fast-food Chinese restaurant.

Mr. Lopez Benavidez intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 (“**PAGA**”). Mr. Lopez Benavidez is seeking penalties solely in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer (“**Aggrieved Employees**”). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California’s wage and hour laws during Mr. Lopez Benavidez’s employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198, and the Industrial Welfare Commission Wage Orders (“IWC Wage Order”) including *inter alia*, IWC Wage Order No. 5. These claims are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Mr. Lopez Benavidez and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Mr. Lopez Benavidez and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such work. Employer also failed to provide Mr. Lopez Benavidez and Aggrieved Employees with



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880

www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 2 of 7

adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Mr. Lopez Benavidez and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Mr. Lopez Benavidez and Aggrieved Employees to respond to Employer and work-related requests and perform work while clocked out for purported meal breaks. Mr. Lopez Benavidez and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Mr. Lopez Benavidez and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

In addition to requiring Mr. Lopez Benavidez and Aggrieved Employees to perform work off-the-clock without compensation, Employer also utilized time rounding practices that resulted in the systematic underpayment of wages to Mr. Lopez Benavidez and Aggrieved Employees, including minimum wages, straight time wages and overtime wages. Employer also failed to accurately record the actual time worked by Mr. Lopez Benavidez and Aggrieved Employees, which resulted in a failure to pay Mr. Lopez Benavidez and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. For example, Employer manipulated Mr. Lopez Benavidez's and Aggrieved Employees' hours by adjusting, rounding, and/or spreading hours across different shifts to avoid paying him overtime. In addition, Mr. Lopez Benavidez was frequently asked to perform miscellaneous tasks such as painting, changing lights, and patchwork at his home location and other locations while not scheduled for a shift. Mr. Lopez Benavidez would clock in as if working a regular shift but was paid his regular rate for these hours. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Mr. Lopez Benavidez and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Mr. Lopez Benavidez and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Mr. Lopez Benavidez and Aggrieved Employees with legally-compliant 30-minute meal periods. Mr. Lopez Benavidez and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with timely uninterrupted 30-minute meal periods. Employer regularly required Mr. Lopez Benavidez and Aggrieved Employees to work



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 3 of 7

through their first meal periods and/or to take their first meal period after their fifth (5th) hour of work. Mr. Lopez Benavidez and Aggrieved Employees frequently took their meal period after the fifth (5th) hour due to work demands. Often, Mr. Lopez Benavidez and Aggrieved Employees would clock out for their meal period but would continue working due to heavy work demands and no coverage available. On the occasions that Mr. Lopez Benavidez and Aggrieved Employees did take a timely meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Lopez Benavidez and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Mr. Lopez Benavidez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Mr. Lopez Benavidez and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Lopez Benavidez and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; and (6) Employer's policy and culture prevented Mr. Lopez Benavidez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Mr. Lopez Benavidez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, 512(a) and 1198.

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Mr. Lopez Benavidez and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Mr. Lopez Benavidez and Aggrieved Employees to work through rest periods. Mr. Lopez Benavidez and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Mr. Lopez Benavidez and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. Mr. Lopez Benavidez



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 4 of 7

and Aggrieved Employees frequently missed rest breaks due to high customer volume and insufficient staffing, especially during busy rushes. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Mr. Lopez Benavidez and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Mr. Lopez Benavidez and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Mr. Lopez Benavidez and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Mr. Lopez Benavidez and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Mr. Lopez Benavidez and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; and (6) Employer's policy and culture prevented Mr. Lopez Benavidez and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Mr. Lopez Benavidez and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, and 1198.

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Mr. Lopez Benavidez and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

///



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 5 of 7

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Mr. Lopez Benavidez and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Mr. Lopez Benavidez and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. For instance, Employer instructed Mr. Lopez Benavidez and Aggrieved Employees to clock out for their meal periods but continue to work through their meal periods due to heavy work demands and high customer volume, resulting in late, interrupted and short meal periods. As such, Employer's time records were adjusted accordingly to reflect no violations. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO PAY VACATION TIME

Pursuant to California Labor Code section 227.3, ". . . whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Mr. Lopez Benavidez and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer has violated California Labor Code section 227.3.

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Mr. Lopez Benavidez and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Mr. Lopez Benavidez and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880
www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 6 of 7

compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Mr. Lopez Benavidez and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Mr. Lopez Benavidez and Aggrieved Employees for meal period premiums, rest period premiums, and accrued vacation time they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Mr. Lopez Benavidez and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of the State of California and all Aggrieved Employees, Mr. Lopez Benavidez may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

Ryan Chuman

Notice provided to Employer via Certified Mail (9414 7111 0549 5829 0915 05)

PANDA EXPRESS, INC.
1683 Walnut Grove Avenue
Rosemead, CA 91770

Notice provided to Employer via Certified Mail (9414 7111 0549 5829 0915 36)

PANDA RESTAURANT GROUP, INC.
1683 Walnut Grove Avenue
Rosemead, CA 91770

Notice provided to Employer via Certified Mail (9414 7111 0549 5829 0292 18)

PANDA EXPRESS, INC.
ATTN: Monte Baier
Registered Agent for PANDA EXPRESS, INC.
1683 Walnut Grove Avenue
Rosemead, CA 91770



149 Sheldon Street
El Segundo, CA 90245
Fax. 866.264.7880

www.protectionlawgroup.com

Ryan Chuman, Esq.
ryanc@protectionlawgroup.com
424.290.3095

June 2, 2025
Page 7 of 7

Notice provided to Employer via Certified Mail (9414 7111 0549 5829 0292 94)

PANDA RESTAURANT GROUP, INC.

ATTN: Monte Baier

Registered Agent for PANDA RESTAURANT GROUP, INC.

1683 Walnut Grove Avenue

Rosemead, CA 91770