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10
11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 FOR THE COUNTY OF SAN DIEGO
13

14 LUCERO FLORES, as an aggrieved
employee pursuant to the Private Attorneys
15 General Act ("PAGA"), on behalf of the
State of California and other non-party
16 Aggrieved Employees,

17 Plaintiff,

18 vs.

19 CHIC POLLO, LLC, a California limited
liability company; KA-MOA, LLC, a
20 California limited liability company;
PEG/LION, LLC, a California limited
21 liability company; and DOES 1 through 10,
22 inclusive,

23 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
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Clerk of the Superior Court
By M. Alvarez ,Deputy Clerk

Case No.: 25CU028149C

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Lucero Flores, as an aggrieved employee and on behalf the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations of
9 any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage Order
11 were committed, as set forth in this complaint, at any time between one year prior to the filing
12 of the pre-filing written notice to the Labor and Workforce Development Agency (“LWDA”) in this case on July 14, 2025, until judgment (“non-party Aggrieved Employees”). Plaintiff’s
13 share of civil penalties sought in this action does not exceed \$75,000.
14

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action given that the State of
23 California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying
24 diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118, 1123 (9th Cir. Cal. 2013).
25 *Urbino* also holds that civil penalties cannot be aggregated to satisfy the amount in controversy
26 requirement for federal diversity jurisdiction in this action, and that diversity jurisdiction cannot
27 be established when Plaintiff’s share of the civil penalties attributable to violations personally
28 suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court, because Defendants filed Statement of Information forms with the California Secretary of State designating a principal place of business in Oceanside, County of San Diego, in accordance with California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Lucero Flores is a resident of San Diego, in San Diego County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately April 2024 to April 2025. Plaintiff worked for Defendants as a Cashier at their restaurant location at 1305 Third Avenue, Chula Vista, California 91911. During her employment, Plaintiff typically worked six (6) hours or more per day and five (5) days or more per week. At the time Plaintiff's employment with Defendants ended, she was compensated approximately \$21.00 per hour. Plaintiff's primary job duties included, without limitation, greeting customers, taking customers' orders, preparing food, and maintaining the cleanliness of the restaurant.

7. CHIC POLLO, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. KA-MOA, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. PEG/LION, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are

1 engaged throughout this county and the State of California.

2 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
3 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
4 complaint and serve such fictitiously named Defendants once their names and capacities
5 become known.

6 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
7 were the partners, agents, owners, or managers of the other named Defendants at all relevant
8 times.

9 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, CHIC POLLO, LLC,
11 KA-MOA, LLC, PEG/LION, LLC, and/or DOES 1 through 10 (collectively, “Defendants” or
12 “CHIC POLLO”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
13 working in concert with, each of the other co-Defendants and was acting within the course and
14 scope of such agency, employment, joint venture, or concerted activity with legal authority to
15 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
16 represent, the official policy of Defendants.

17 13. At all relevant times, Defendants, and each of them, ratified each and every act
18 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
19 and abetted the acts and omissions of each and all the other Defendants in proximately causing
20 the damages herein alleged.

21 14. Plaintiff is informed and believes, and thereon alleges, that each of said
22 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
23 omissions, occurrences, and transactions alleged herein.

24 15. Under California law, Defendants are jointly and severally liable as employers
25 for the violations alleged herein because they have each exercised sufficient control over the
26 wages, hours, working conditions, and employment status of Plaintiff and other non-party
27 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
28 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions

1 of employment, determined their rate of pay, and maintained their employment records.
2 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
3 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-
4 law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved
5 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
6 available to Plaintiff and other non-party Aggrieved Employees under the law.

7 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
8 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
9 non-party Aggrieved Employees because Defendants have:

- 10 (a) jointly exercised meaningful control over the work performed by Plaintiff
11 and other non-party Aggrieved Employees;
- 12 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
13 Aggrieved Employees’ wages, hours, and working conditions, including
14 the quantity, quality standards, speed, scheduling, and operative details
15 of the tasks performed by Plaintiff and other non-party Aggrieved
16 Employees;
- 17 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
18 perform work which is an integral part of Defendants’ businesses; and
- 19 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
20 Employees as a matter of economic reality in that Plaintiff and other non-
21 party Aggrieved Employees were dependent on Defendants, who shared
22 the power to set the wages of Plaintiff and other non-party Aggrieved
23 Employees and determined their working conditions, and who jointly
24 reaped the benefits from the underpayment of their wages and
25 noncompliance with other statutory provisions governing their
26 employment.

27 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
28 there has existed a unity of interest and ownership between Defendants such that any

1 individuality and separateness between the entities has ceased.

2 18. CHIC POLLO, LLC; KA-MOA, LLC; PEG/LION LLC; and DOES 1 through
3 10 are therefore alter egos of each other.

4 19. Adherence to the fiction of the separate existence of Defendants would permit an
5 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
6 liability for the wrongful acts committed by them under the name “CHIC POLLO.”

7 20. Plaintiff further alleges, upon information and belief, that Defendants CHIC
8 POLLO, LLC; KA-MOA, LLC; PEG/LION LLC; and DOES 1 through 10 are alter egos of
9 each other for the following reasons:

- 10 (a) On the California Secretary of State’s website
11 (<https://bizfileonline.sos.ca.gov/>), CHIC POLLO, LLC; KA-MOA, LLC;
12 and PEG/LION LLC share the same principal and mailing address of
13 “3700 Oceanic Way, Suite 101, Oceanside, California 92056”;
- 14 (b) On the California Secretary of State’s website, CHIC POLLO, LLC; KA-
15 MOA, LLC; and PEG/LION LLC share the same agent for service of
16 process, “Aaron Pingel”;
- 17 (c) According to Statement of Information forms filed with the California
18 Secretary of State, CHIC POLLO, LLC; KA-MOA, LLC; and PEG/LION
19 LLC share the same manager or member, William Engel;
- 20 (d) When El Pollo Loco, Inc.’s website (<https://elpolloloco.com/>) announced
21 the opening of Plaintiff’s location, it stated the restaurant is “owned and
22 operated by Chic Pollo, LLC, an affiliate of Peg/Lion, LLC, a longtime
23 El Pollo Loco Franchisee”¹; and
- 24 (e) On information and belief, CHIC POLLO, LLC; KA-MOA, LLC; and
25 PEG/LION LLC utilize the same standardized employment forms and
26 issue the same employment policies.

27 ¹ El Pollo Loco Announces the Grand Opening of New Restaurant in Chula Vista, CA,
28 <https://investor.elpolloloco.com/news-releases/news-release-details/el-pollo-loco-announces-grand-opening-new-restaurant-chula-vista> (last visited May 28, 2025).

1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 21. Defendants own and operate a chain of approximately forty-two (42) El Pollo
3 Loco franchise restaurants throughout California. Upon information and belief, Defendants
4 maintain a single, centralized Human Resources (“HR”) department at their company
5 headquarters in Oceanside, California, which is responsible for the recruiting and hiring of new
6 employees, and communicating and implementing Defendants’ company-wide policies,
7 including timekeeping policies and meal and/or rest period policies, to employees throughout
8 California.

9 22. In particular, Plaintiff and other non-party Aggrieved Employees, on information
10 and belief, received the same standardized documents and/or written policies. Upon
11 information and belief, the usage of standardized documents and/or written policies, including
12 new-hire documents, indicate that Defendants dictated policies at the corporate level and
13 implemented them company-wide, regardless of their employees’ assigned locations or
14 positions. Upon information and belief, Defendants set forth uniform policies and procedures
15 in several documents provided at an employee’s time of hire.

16 23. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their company headquarters in Oceanside, California, which processes payroll for
18 all non-exempt, hourly paid employees working for Defendants at their various locations in
19 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
20 information and belief, Defendants issue the same formatted wage statements to all non-exempt,
21 hourly paid employees in California, irrespective of their work locations. Upon information
22 and belief, Defendants process payroll for departing employees in the same manner throughout
23 the State of California, regardless of the manner in which each employee’s employment ends.

24 24. Defendants continue to employ non-exempt or hourly-paid employees in
25 California.

26 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
28 advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

2 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive certain wages for overtime compensation and that they were not receiving certain wages
5 for overtime compensation.

6 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive at least minimum wages for compensation and that they were not receiving at least
9 minimum wages for work that was required to be done off-the-clock. In violation of the
10 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
11 least minimum wages for work done off-the-clock.

12 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest
14 periods in accordance with the California Labor Code and applicable IWC Wage Order or
15 payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 authorized and permitted to take a compliant rest period. In violation of the California Labor
17 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to
18 take compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
19 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
20 they were not authorized and permitted to take a compliant rest period.

21 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive complete and accurate wage statements in accordance with California law. In violation
24 of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not
25 provided complete and accurate wage statements.

26 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they had a duty to maintain accurate and complete payroll records in
28 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,

1 knowingly, and intentionally failed to do so.

2 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 timely payment of all wages earned upon termination of employment. In violation of the
5 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
6 payment of all wages due, including, but not limited to, overtime wages, minimum wages, rest
7 period premiums, and/or reporting time pay, within permissible time periods.

8 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 timely payment of wages during their employment. In violation of the California Labor Code,
11 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
12 including, but not limited to, overtime wages, minimum wages, rest period premiums, and/or
13 reporting time pay, within permissible time periods.

14 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 receive all reporting time pay when Plaintiff and other non-party Aggrieved Employees were
17 required to report to work but were put to work for less than half of their usual or scheduled
18 shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff and
19 other non-party Aggrieved Employees were not paid all reporting time pay.

20 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 receive full reimbursement for all business-related expenses and costs they incurred during the
23 course and scope of their employment and that they did not receive full reimbursement of
24 applicable business-related expenses and costs incurred.

25 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants knew or should have known that Defendants had a duty to provide
27 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms of
28 their employment with Defendants as required by the California Wage Theft Prevention Act,

1 but failed to do so.

2 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
3 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
4 and other non-party Aggrieved Employees for all hours worked, and that Defendants had the
5 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
6 do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees that they
7 were properly denied wages, all in order to increase Defendants' profits.

8 37. At all times herein set forth, PAGA provides that any provision of law under the
9 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
10 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
11 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
12 aggrieved employees in a civil action brought on behalf of themselves and other current or
13 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

14 38. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
15 person who was employed by the alleged violator and against whom one or more of the alleged
16 violations was committed."

17 39. Plaintiff and other current and former employees of Defendants are "aggrieved
18 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
19 or former employees and one or more of the alleged violations were committed against them.

20 40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
21 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
22 requirements have been met:

23 (a) The aggrieved employee or representative shall give written notice by
24 online filing with the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated, including the facts and theories to support the alleged violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be accompanied

1 by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
5 postmark date of the aggrieved employee’s notice. Upon receipt of the
6 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
7 calendar days of the postmark date of the aggrieved employee’s notice,
8 the aggrieved employee may commence a civil action pursuant to
9 California Labor Code section 2699 to recover civil penalties.

10 41. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
11 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
12 other than those listed in Section 2699.5 after the following requirements have been met:

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of the
15 specific provisions of the California Labor Code alleged to have been
16 violated (other than those listed in Section 2699.5), including the facts
17 and theories to support the alleged violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be accompanied
20 by a filing fee of seventy-five dollars (\$75).
- 21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice sent by the aggrieved
23 employee or representative. The employer shall give written notice
24 within that period of time by certified mail to the aggrieved employee or
25 representative and by online filing with the LWDA if the alleged violation
26 is cured, including a description of actions taken, and no civil action
27 pursuant to Section 2699 may commence. If the alleged violation is not
28 cured within the 33-day period, the aggrieved employee may commence

1 a civil action pursuant to Section 2699.

2 42. On July 14, 2025, Plaintiff provided written notice by online filing to the LWDA
3 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
4 alleged to have been violated, including facts and theories to support the alleged violations, in
5 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
6 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
7 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
8 Number LWDA-CM-1111879-25. A true and correct copy of Plaintiff's written notice to the
9 LWDA and Defendants dated July 14, 2025, is attached hereto as "Exhibit 1."

10 43. As of the filing date of this amended complaint, over 65 days have passed since
11 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that
12 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

13 44. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d),
16 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

17 45. Labor Code section 558(a) provides "[a]ny employer or other person acting on
18 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial Welfare Commission
20 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
21 each underpaid employee for each pay period for which the employee was underpaid (2)
22 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
23 each pay period for which the employee was underpaid" Labor Code section 558(c)
24 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
25 criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney
26 general, seeks assessment and collection of civil penalties under Labor Code section 558 for
27 herself, all other non-party Aggrieved Employees, and the State of California against
28 Defendants for violations of Labor Code sections 510, 516, and 1198, and the applicable IWC

1 Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek
2 the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of
3 Labor Code sections 510, 516, and 1198, and the applicable IWC Wage Order.

4 46. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
6 Employees' rights by violating various sections of the California Labor Code as set forth above.

7 47. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 48. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
11 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
12 private attorney general, seeks assessment and collection of civil penalties for herself, all other
13 aggrieved employees, and the State of California against Defendants for violations of California
14 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197,
15 1198, 2802, and 2810.5.

16 **FIRST CAUSE OF ACTION**

17 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

18 **(Against all Defendants)**

19 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 50. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
22 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
23 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
24 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil
25 penalties for violations of those Labor Code sections not found in section 2699.5, including
26 sections 226(a), 226.7, 510, 516, 1182.12, 1194, 1197, 2802, and 2810.5.

27 51. Defendants' conduct, as alleged herein, violates numerous sections of the
28 California Labor Code, including, but not limited to, the following:

- 1 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
2 Wage Order for Defendants' failure to compensate Plaintiff and other
3 non-party Aggrieved Employees with all required overtime pay, as set
4 forth below;
- 5 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to compensate
7 Plaintiff and other non-party Aggrieved Employees with at least
8 minimum wages for all hours worked, as set forth below;
- 9 (c) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
10 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
11 and other non-party Aggrieved Employees to take rest periods, as set forth
12 below;
- 13 (d) Violation of Labor Code sections 226(a) and 1198, and the applicable
14 IWC Wage Order for failure to provide accurate and complete wage
15 statements to Plaintiff and other non-party Aggrieved Employees, as set
16 forth below;
- 17 (e) Violation of Labor Code sections 1174(d) and 1198, and the applicable
18 IWC Wage Order for failure to maintain payroll records, as set forth
19 below;
- 20 (f) Violation of Labor Code sections 201 and 202 for failure to pay all earned
21 wages upon termination, as set forth below;
- 22 (g) Violation of Labor Code section 204 for failure to pay all earned wages
23 during employment, as set forth below;
- 24 (h) Violation of Labor Code sections section 1198 and the applicable IWC
25 Wage Order for failure to pay reporting time pay when Plaintiff and other
26 non-party Aggrieved Employees were put to work for less than half of
27 their usual or scheduled shifts, as set forth below; and
- 28 (i) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below; and

- 3 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
4 provide written notice of information material to Plaintiff's and other
5 non-party Aggrieved Employees' employment with Defendants, as set
6 forth below.

7 **FAILURE TO PAY OVERTIME**

8 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

9 52. Labor Code section 1198 makes it illegal to employ an employee under
10 conditions of labor that are prohibited by the applicable wage order. California Labor Code
11 section 1198 requires that "... the standard conditions of labor fixed by the commission shall
12 be the ... standard conditions of labor for employees. The employment of any employee ...
13 under conditions of labor prohibited by the order is unlawful."

14 53. California Labor Code section 1198 and the applicable IWC Wage Order provide
15 that it is unlawful to employ persons without compensating them at a rate of pay either time-
16 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
17 worked by the person on a daily or weekly basis.

18 54. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
20 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
21 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
22 hours in a workweek.

23 55. The applicable IWC Wage Order further provides that Defendants are and were
24 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
25 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
26 An employee's regular rate of pay includes all remuneration for employment paid to, or on
27 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

28 56. California Labor Code section 510 codifies the right to overtime compensation

1 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
3 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
4 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
5 the seventh (7th) day of work.

6 57. First, during the relevant time period, Defendants had, and continue to have, a
7 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
8 party Aggrieved Employees from recording hours worked that were outside of their scheduled
9 shifts in order to limit the amount of overtime employees could accrue. On information and
10 belief, this policy of limiting overtime led Plaintiff and other non-party Aggrieved Employees
11 to perform various work-related tasks off-the-clock before and after their scheduled shift times.
12 For example, before clocking in, Plaintiff was often required to pick up supplies from
13 Defendants' other restaurants while on her way to her location for her scheduled shift. As a
14 further example, Plaintiff sometimes clocked out at the end of her shift but was required to
15 continue working, driving to drop off supplies at Defendants' other restaurants after finishing
16 work at her restaurant location. Thus, Plaintiff and other non-party Aggrieved Employees
17 performed work that was not recorded, time for which they were not paid.

18 58. Second, during the relevant time period, Defendants' timekeeping system was
19 integrated with the company's point-of-sale ("POS") system and only a limited number of
20 monitors were provided for clocking in and out. Plaintiff and other non-party Aggrieved
21 Employees would sometimes have to wait to clock in for the start of their shifts because other
22 employees were using the POS system to handle customer transactions and/or for clocking in
23 or out. For instance, Plaintiff was sometimes required to wait several minutes off-the-clock and
24 under Defendants' control until a POS monitor was available for clocking in because other
25 employees were using the POS systems to process customer orders. Thus, Plaintiff and other
26 non-party Aggrieved Employees performed work that was not recorded, time for which they
27 were not paid. Moreover, after arriving to work in advance of their shifts, Plaintiff and other
28 non-party Aggrieved Employees regularly were required to perform job-related tasks, such as

1 assisting customers and preparing food orders, before clocking in for their shifts. It was not
2 possible for Plaintiff and other non-party Aggrieved Employees to complete tasks while on the
3 clock because, on information and belief, Defendants implemented a timekeeping system that
4 would not permit Plaintiff and other non-party Aggrieved Employees to clock in before their
5 scheduled shift-start times, so that they were prevented from recording time worked prior to the
6 start of their scheduled shifts.

7 59. Third, Defendants have a company-wide security policy where only managerial
8 or keyholder employees were issued keys to lock and unlock the restaurants, causing Plaintiff
9 and other non-party Aggrieved Employees to wait off-the-clock for the restaurant to open on
10 days they were the first to arrive. For example, on at least one (1) occasion, Plaintiff arrived at
11 the restaurant at her scheduled shift-start time but had to wait for a managerial employee to
12 arrive and unlock the restaurant's doors before she could clock in for her shift. As a result,
13 Plaintiff and other non-party Aggrieved Employees were subject to Defendants' control before
14 they clocked in for their shifts, but were not compensated for this time.

15 60. Defendants knew or should have known that as a result of these company-wide
16 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
17 their assigned duties off-the-clock before and after their shifts, and were suffered or permitted
18 to perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved
19 Employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more,
20 some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and
21 other non-party Aggrieved Employees were not paid overtime wages for all of the overtime
22 hours they actually worked.

23 61. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
24 the balance of overtime compensation as required by California law, violates the provisions of
25 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
26 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558
27 and/or 2699(a), (f), and (k).

28 ///

1 **FAILURE TO PAY MINIMUM WAGES**

2 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

3 62. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
5 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
6 Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which
7 an employee is subject to the control of an employer, and includes all the time the employee is
8 suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. Tit. 8,
9 § 11050(2)(M) (defining “Hours Worked”).

10 63. As set forth above, as a result of Defendants’ policies and/or practices of limiting
11 the amount of overtime employees could accrue, Defendants required Plaintiff and other non-
12 party Aggrieved Employees to perform various work-related tasks while off-the-clock,
13 including driving to pick up or drop off restaurant supplies. Additionally, as stated, because
14 Defendants’ timekeeping system was integrated with the company’s POS system, Plaintiff and
15 other non-party Aggrieved Employees sometimes had to wait to clock in for the start of their
16 shifts when other employees were using the POS system to handle customer transactions or
17 were clocking in or out themselves. Defendants’ timekeeping system also prevented Plaintiff
18 and other non-party Aggrieved Employees from recording time worked prior to the start of their
19 scheduled shifts because it did not permit employees to clock in until their scheduled shift start-
20 times. Thus, Defendants failed to track this time Plaintiff and other non-party Aggrieved
21 Employees spent working off-the-clock, and Plaintiff and other non-party Aggrieved
22 Employees received no compensation for this time.

23 64. Further, as stated, Defendants have a company-wide security policy where only
24 managerial and keyholder employees were issued keys to lock and unlock the restaurants,
25 causing Plaintiff and other non-party Aggrieved Employees to wait off-the-clock for the
26 restaurant to open on days they were the first to arrive. As a result, Plaintiff and other non-party
27 Aggrieved Employees were subject to Defendants’ control before they clocked in for their
28 shifts, but were not compensated for this time.

1 65. Defendants did not pay minimum wages for all hours worked by Plaintiff and
2 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
3 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
4 those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194,
5 1197, and 1198.

6 66. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
7 minimum wages as required by California law, violates the provisions of California Labor Code
8 sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees
9 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
10 (k).

11 **FAILURE TO PROVIDE AND RECORD REST PERIODS**

12 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

13 67. At all relevant times herein set forth, the applicable IWC Wage Order and
14 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
15 non-party Aggrieved Employees' employment by Defendants.

16 68. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 ½) hours.

22 69. At all relevant times, California Labor Code section 226.7 provides that no
23 employer shall require an employee to work during any rest period mandated by an applicable
24 order of the California IWC. To comply with its obligation to authorize and permit rest periods
25 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
26 must "relinquish any control over how employees spend their break time, and relieve their
27 employees of all duties—including the obligation that an employee remain on call. A rest
28 period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th

1 257, 273 (2016).

2 70. During the relevant time period, Defendants regularly failed to authorize and
3 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
4 per each four (4) hour period worked or major fraction thereof. Defendants had, and continue
5 to have, a policy and/or practice of understaffing their restaurant locations such that there were
6 too few employees on duty to handle the workload and attend to customers. Because Defendants
7 did not employ or staff a sufficient number of employees to meet customer demand, there was
8 no one available to relieve employees needing rest period coverage, and Plaintiff and other non-
9 party Aggrieved Employees were prevented from being relieved of all duty in order to take their
10 rest periods. Defendants also failed to adhere to a schedule for rest periods, which, coupled
11 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
12 other non-party Aggrieved Employees not being authorized and permitted to take compliant rest
13 periods.

14 71. Furthermore, on information and belief, Defendants maintained a company-wide
15 on-premises rest period policy, which effectively required that Plaintiff and other non-party
16 Aggrieved Employees remain on the work premises during their rest periods. Because Plaintiff
17 and other non-party Aggrieved Employees were restricted from leaving Defendants' premises
18 during rest periods, they were denied the ability to use their rest periods freely for their own
19 purposes, such as running personal errands. Thus, Defendants effectively maintained control
20 over Plaintiff and other non-party Aggrieved Employees during rest periods.

21 72. As a result of Defendants' practices and policies, Plaintiff and other non-party
22 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess
23 of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For
24 example, Plaintiff would regularly forgo at least one (1) rest period every shift due to the lack
25 of rest period coverage.

26 73. Defendants have also engaged in a systematic, company-wide practice and/or
27 policy of not paying rest period premiums owed when compliant rest periods are not authorized
28 and permitted. Because Defendants frowned upon employees accruing rest period premiums,

Defendants pressured Plaintiff and other non-party Aggrieved Employees to falsify the time rest periods were taken and/or adjusted employee records to reflect compliant and/or timely rest periods, regardless of whether Plaintiff and other non-party Aggrieved Employees had received a compliant rest period at that time or not. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

74. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS

VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

75. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

76. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

77. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off the clock, Defendants did not list the correct amount

1 of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in
2 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
3 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
4 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
5 in effect during the pay period and the corresponding accurate number of hours worked at each
6 hourly rate, in violation of section 226(a)(9).

7 78. The wage statement deficiencies also include, among other things, failing to list
8 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
10 which employees were paid; failing to list the name of the employee and only the last four digits
11 of his or her social security number or an employee identification number other than a social
12 security number; failing to list the name and address of the legal entity that is the employer;
13 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
14 the-clock.

15 79. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
22 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
23 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
24 result of failing to record the off-the-clock hours that they worked.

25 80. California Labor Code section 1198 provides that the maximum hours of work
26 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
27 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
28 of any employees for longer hours than those fixed by the order or under conditions of labor

1 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
2 are required to keep accurate records showing when the employee begins and ends each work
3 period and meal period. During the relevant time period, Defendants engaged in company-wide
4 practices and/or policies of failing to record actual hours worked, and thereby failed to keep
5 accurate records of work period start and end times for Plaintiff and other non-party Aggrieved
6 Employees, in violation of section 1198.

7 81. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
8 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
9 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

10 **FAILURE TO PAY WAGES UPON TERMINATION**

11 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

12 82. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
13 that if an employer discharges an employee, the wages earned and unpaid at the time of
14 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
15 her employment, his or her wages shall become due and payable not later than seventy-two (72)
16 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
17 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
18 quitting.

19 83. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
20 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
21 above, including but not limited to, overtime wages, minimum wages, rest period premiums,
22 and/or reporting time pay either at the time of discharge, or within seventy-two (72) hours of
23 their leaving Defendants’ employ.

24 84. Defendants’ failure to pay Plaintiff and other non-party Aggrieved Employees
25 who are no longer employed by Defendants their wages earned and unpaid at the time of
26 discharge, or within seventy-two (72) hours of their leaving Defendants’ employ, violates Labor
27 Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore
28 entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and

1 (k).

2 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

3 **VIOLATION OF LABOR CODE SECTION 204**

4 85. At all times relevant herein set forth, Labor Code section 204 provides that all
5 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
6 days, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
8 the month during which the labor was performed. Labor Code section 204 further provides that
9 all wages earned by any person in any employment between the sixteenth (16th) and the last
10 day, inclusive, of any calendar month, other than those wages due upon termination of an
11 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
12 month.

13 86. At all times relevant herein, Labor Code section 204 provides that all wages
14 earned for labor in excess of the normal work period shall be paid no later than the payday for
15 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
16 204 provides that the requirements of this section are deemed satisfied by the payment of wages
17 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
18 calendar days following the close of the payroll period.

19 87. During the relevant time period, Defendants willfully failed to pay Plaintiff and
20 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
21 wages, minimum wages, rest period premiums, and/or reporting time pay, within the time
22 periods specified by California Labor Code section 204.

23 88. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
24 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

25 **FAILURE TO PAY REPORTING TIME PAY**

26 **VIOLATION OF LABOR CODE SECTION 1198**

27 89. California Labor Code section 1198 dictates that no employer may employ an
28 employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

1 California Labor Code section 1198 further requires that “. . . the standard conditions of labor
2 fixed by the commission shall be the . . . standard conditions of labor for employees. The
3 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

4 90. The applicable IWC Wage Order, California Code of Regulations, Title 8,
5 section 11050(5)(A), provides that “[e]ach workday an employee is required to report to the
6 work site and does report, but is not put to work or is furnished less than half of his/her usual or
7 scheduled day’s work, the employer shall be pay him/her for half the usual or scheduled day’s
8 work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s
9 regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of
10 the reporting time regulation” is “to guarantee at least partial compensation for employees who
11 report to work expecting to work a specified number of hours, and who are deprived of that
12 amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v.*
13 *AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

14 91. During the relevant time period, Defendants violated California Labor Code
15 section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because
16 Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay
17 when they reported to work for their usual or scheduled shift but were put to work for less than
18 half of their usual or scheduled day’s work.

19 92. Defendants had a company-wide practice of sending Plaintiff and other non-party
20 Aggrieved Employees home early from their shifts, including before they had worked at least
21 half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved
22 Employees for half of their usual or scheduled shift. For example, when scheduled to work a
23 shift of eight (8) hours, Defendants’ managers sent Plaintiff home within 2-3 hours after the
24 start of her shift, because business was slow. Although Plaintiff and other non-party Aggrieved
25 Employees reported to work based on the schedule that was provided to them, Defendants would
26 send them home before they worked at least half of their usual or scheduled shifts. When this
27 occurred, Defendants did not pay Plaintiff and other non-party Aggrieved Employees for at least
28 half of their scheduled day’s work or the minimum reporting time pay.

1 93. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
2 properly compensated with reporting time pay in violation of California Labor Code section
3 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other non-
4 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
5 Code sections 2699(a), (f), and (k).

6 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

7 **VIOLATION OF LABOR CODE SECTION 2802**

8 94. At all times herein set forth, California Labor Code section 2802 provides that
9 an employer must reimburse employees for all necessary expenditures and losses incurred by
10 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
11 to prevent employers from passing off their cost of doing business and operating expenses on
12 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App 4th 1137, 1144
13 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools
14 or equipment are required by the employer or are necessary to the performance of a job, such
15 tools and equipment shall be provided and maintained by the employer, except that an employee
16 whose wages are at least two (2) times the minimum wage provided herein may be required to
17 provide and maintain hand tools and equipment customarily required by the trade or craft.”
18 IWC Wage Order No. 5-2001 also provides that: “[w]hen uniforms are required by the employer
19 to be worn by the employee as a condition of employment, such uniforms shall be provided and
20 maintained by the employer.”

21 95. First, during the relevant time period, Defendants, on a company-wide basis,
22 required that Plaintiff and other non-party Aggrieved Employees use their own personal mobile
23 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
24 duties but failed to reimburse them for the costs of their work-related mobile device expenses.
25 For example, Defendants’ supervisors would contact Plaintiff on her personal mobile device to
26 discuss work-related matters, such as work assignments or a request to pick up supplies from
27 one of Defendants’ other locations. Although Defendants required Plaintiff and other non-party
28 Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out

1 their work-related duties, Defendants failed to reimburse them for their costs incurred.

2 96. Second, during the relevant time period, Defendants, on a company-wide basis,
3 required that Plaintiff and other non-party Aggrieved Employees use their own personal
4 vehicles to travel to Defendants' various restaurant locations to pick up or drop off supplies and
5 ingredients. For example, Plaintiff was required to travel from her usual workplace location in
6 Chula Vista, California, to Defendants' restaurant located at 1535 Palm Avenue, San Diego,
7 California 92154, to obtain or drop off supplies. Although Defendants required Plaintiff and
8 other non-party Aggrieved Employees to utilize their personal vehicles to carry out their work-
9 related responsibilities, Defendants failed to reimburse them for their mileage or travel
10 expenses.

11 97. Third, during the relevant time period, Defendants required Plaintiff and other
12 non-party Aggrieved Employees to wear uniforms bearing the "El Pollo Loco" company logo,
13 including t-shirts and hats. However, Defendants did not provide their employees with
14 sufficient uniforms to wear for their shifts throughout the week. For example, Defendants only
15 provided Plaintiff with two (2) t-shirts and two (2) hats at the time of hire. Because Defendants
16 failed to provide Plaintiff with an adequate number of uniform items in relation to her scheduled
17 shifts and for the tasks she was required to perform, Plaintiff had to wash her uniforms more
18 frequently than she would otherwise do laundry, and incurred expenses in doing so. Further,
19 due to the nature of restaurant work, Plaintiff's uniform shirts would become stained with
20 grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was required to wash her
21 uniforms items more frequently, thus incurring additional laundry and/or utility expenses for
22 the upkeep of her uniform. Thus, Defendants failed to maintain uniforms they required Plaintiff
23 and other non-party Aggrieved Employees to wear during their shifts and forced them to incur
24 the cost of maintaining employee uniforms.

25 98. Defendants could have provided Plaintiff and other non-party Aggrieved
26 Employees with the actual equipment for use on the job, such as company mobile devices,
27 company vehicles, and an adequate number of uniform items or access to laundering services;
28 or, Defendants could have reimbursed employees for the costs of their mobile device usage,

1 mileage and travel expenses, and laundering expenses or provided a uniform maintenance
2 allowance. Instead, Defendants passed these operating costs onto Plaintiff and other non-party
3 Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the
4 minimum wage.

5 99. Defendants' company-wide policy and/or practice of not reimbursing employees
6 for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-
7 party Aggrieved Employees violates California Labor Code section 2802.

8 100. Plaintiff and other non-party Aggrieved Employees are entitled to recover civil
9 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

10 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
11 **EMPLOYMENT**

12 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

13 101. At all relevant times herein, California's Wage Theft Prevention Act was enacted
14 to ensure that employers provide employees with basic information material to their
15 employment relationship at the time of hiring, and to ensure that employees are given written
16 and timely notice of any changes to basic information material to their employment. Codified
17 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
18 time of hiring, an employer must provide written notice to employees containing basic and
19 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
20 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
21 any rates for overtime, the regular payday designated by the employer, and any allowances
22 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
23 § 2810.5(a)(1)(A)-(C).

24 102. At all relevant times, on information and belief, Defendants failed, on a
25 company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved
26 Employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-
27 (C). Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with
28 written notice of basic information regarding their employment with Defendants is in violation

1 of California Labor Code section 2810.5.

2 103. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
3 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

4 **REQUEST FOR JURY TRIAL**

5 Plaintiff requests a trial by jury.

6 **PRAYER FOR RELIEF**

7 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
8 Defendants, jointly and severally, as follows:

9 1. For damages, civil penalties, injunctive relief, and attorneys' fees in excess of
10 thirty-five thousand dollars (\$35,000). Plaintiff reserves the right to amend her prayer for relief
11 to seek a different amount.

12 **As to the First Cause of Action**

13 2. That the Court declare, adjudge, and decree that Defendants violated the
14 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
15 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
16 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 516, and 1198
17 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to
18 provide accurate wage statements and maintain accurate payroll records); 204 (by failing to
19 timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all
20 earned wages upon termination); 2802 (by failing to reimburse business expenses); and 2810.5
21 (by failing to provide written notice of information material to employment);

22 3. For civil penalties pursuant to the California Labor Code, including sections 210,
23 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections
24 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

25 4. For attorneys' fees and for costs pursuant to California Labor Code section
26 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
27 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 516, 1174(d), 1182.12, 1194, 1197,
28 1198, 2802, and 2810.5;

- 1 5. For pre-judgment interest and post-judgment interest as provided by law; and
2 6. For such other and further relief as the Court may deem equitable and
3 appropriate.

4
5 Dated: October 20, 2025

Respectfully submitted,

6 Capstone Law APC

7
8 By: Bevin Allen Pike

Bevin Allen Pike

Daniel S. Jonathan

Trisha K. Monesi

Shealene P. Mancuso

Jeffrey Jimenez

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12 Attorneys for Plaintiff Lucero Flores
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EXHIBIT “1”



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July 14, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Lucero Flores v. Chic Pollo, LLC, et al.*

Dear PAGA Administrator:

This office represents Lucero Flores in connection with her claims under the California Labor Code. Ms. Flores was an employee of CHIC POLLO, LLC; KA-MOA LLC; and/or PEG/LION, LLC. For the purpose of this letter, Ms. Flores collectively refers to these entities as "CHIC POLLO."

The employers may be contacted directly at the addresses below:

CHIC POLLO, LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

KA-MOA LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

PEG/LION, LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

Ms. Flores intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Flores seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CHIC POLLO as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CHIC POLLO employed Ms. Flores as an hourly paid, non-exempt employee from approximately April 2024 to April 2025. Ms. Flores worked for CHIC POLLO as a Cashier at the 1305 Third Ave. Chula Vista, California 91911 location. During her employment, Ms. Flores typically worked six (6) to eight (8) hours or more per day and five (5) or more days per week. At the time Ms. Flores's employment with CHIC POLLO ended, Ms. Flores was compensated approximately \$21.00 per

hour. Her job duties included, without limitation, greeting customers, taking customers' orders, preparing food, and maintaining the cleanliness of the restaurant.

CHIC POLLO committed each of the following Labor Code violations against Ms. Flores, the facts and theories of which follow, making her an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):¹

CHIC POLLO's Company-Wide and Uniform Payroll and HR Practices

CHIC POLLO, LLC; KA-MOA LLC; and PEG/LION, LLC, are California limited liability companies. Together, they own and operate a chain of El Pollo Loco franchise restaurants with approximately 42 restaurants in California. Upon information and belief, CHIC POLLO maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Oceanside, California, for all non-exempt, hourly paid employees working for CHIC POLLO in California, including Ms. Flores and other aggrieved employees. At all relevant times, CHIC POLLO issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Flores and other aggrieved employees, regardless of their location or position.

Upon information and belief, CHIC POLLO maintains a centralized Payroll department at its company headquarters in Oceanside, California, which processes payroll for all non-exempt, hourly paid employees working for CHIC POLLO in California, including Ms. Flores and other aggrieved employees. Further, CHIC POLLO issues the same formatted wage statements in the same manner to all non-exempt, hourly paid employees working in California, including Ms. Flores and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ends. In other words, CHIC POLLO utilized the same methods and formulas when calculating wages due to Ms. Flores and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Ms. Flores's experience and counsel's review of those records currently available relating to Ms. Flores's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Ms. Flores reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

CHIC POLLO willfully failed to pay all overtime wages owed to Ms. Flores and other aggrieved employees. During the relevant time period, Ms. Flores and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, CHIC POLLO had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Flores and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime led Ms. Flores and other aggrieved employees to perform various work-related tasks off-the-clock before and after their scheduled shift times. For example, before clocking in, Ms. Flores was often required to pick up supplies from CHIC POLLO's other restaurants while on her way to her location for her scheduled shift. As a further example, Ms. Flores sometimes clocked out at the end of her shift but was required to continue working, driving to drop off supplies at CHIC POLLO's other restaurants after finishing work at her restaurant location. Thus, Ms. Flores and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Second, during the relevant time period, CHIC POLLO's timekeeping system was integrated with the company's point-of-sale ("POS") system and only a limited number of monitors were provided for clocking in and out. Ms. Flores and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts because other employees were using the POS system to handle customer transactions and/or for clocking in or out. For instance, Ms. Flores was sometimes required to wait several minutes off-the-clock and under CHIC POLLO's control until a POS monitor was available for clocking in because other employees were using the POS systems to process customer orders. Thus, Ms. Flores and other aggrieved employees performed work that was not recorded, time for which they were not paid. Moreover, after arriving to work in advance of their shifts, Ms. Flores and other aggrieved employees regularly were required to perform job-related tasks, such as assisting customers and preparing food orders, before clocking in for their shifts. It was not possible for Ms. Flores and other aggrieved employees to complete tasks while on the clock because, on information and belief, CHIC POLLO implemented a timekeeping system that would not permit Ms. Flores and other aggrieved employees to clock in before their scheduled shift-start times, so that they were prevented from recording time worked prior to the start of their scheduled shifts.

Third, CHIC POLLO had a company-wide security policy where only managerial or keyholder employees were issued keys to lock and unlock the restaurants, causing Ms. Flores and other aggrieved employees to wait off-the-clock for the restaurant to open on days they were the first to arrive. For example, on at least one (1) occasion, Ms. Flores arrived at the restaurant at her scheduled shift-start time but had to wait for a managerial employee to arrive and unlock the restaurant's doors before she could clock in for her shift. As a result, Ms. Flores and other aggrieved employees were subject to CHIC POLLO's control before they clocked in for their shifts, but were not compensated for this time.

CHIC POLLO knew or should have known that as a result of these company-wide practices and/or policies, Ms. Flores and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Flores and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for

overtime premium pay. Therefore, Ms. Flores and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

CHIC POLLO's failure to pay Ms. Flores and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(M) (defining "Hours Worked").

As set forth above, as a result of CHIC POLLO's policies and/or practices of limiting the amount of overtime employees could accrue, CHIC POLLO required Ms. Flores and other aggrieved employees to perform various work-related tasks while off-the-clock, including driving to pick up or drop off restaurant supplies. Additionally, as stated, because CHIC POLLO's timekeeping system was integrated with the company's POS system, Ms. Flores and other aggrieved employees sometimes had to wait to clock in for the start of their shifts when other employees were using the POS system to handle customer transactions or were clocking in or out themselves. CHIC POLLO's timekeeping system also prevented Ms. Flores and other aggrieved employees from recording time worked prior to the start of their scheduled shifts because it did not permit employees to clock in until their scheduled shift start-times. Thus, CHIC POLLO failed to track this time Ms. Flores and other aggrieved employees spent working off-the-clock, and Ms. Flores and other aggrieved employees received no compensation for this time.

Further, as stated, CHIC POLLO has a company-wide security policy where only managerial and keyholder employees were issued keys to lock and unlock the restaurants, causing Ms. Flores and other aggrieved employees to wait off-the-clock for the restaurant to open on days they were the first to arrive. As a result, Ms. Flores and other aggrieved employees were subject to CHIC POLLO's control before they clocked in for their shifts, but were not compensated for this time.

CHIC POLLO did not pay minimum wages for all hours worked by Ms. Flores and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CHIC POLLO did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CHIC POLLO regularly failed to pay at least minimum wages to Ms. Flores and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code sections

1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CHIC POLLO regularly failed to authorize and permit Ms. Flores and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. CHIC POLLO had, and continues to have, a policy and/or practice of understaffing its restaurant locations such that there were too few employees on duty to handle the workload and attend to customers. Because CHIC POLLO did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing rest period coverage, and Ms. Flores and other aggrieved employees were prevented from being relieved of all duty in order to take their rest periods. CHIC POLLO also failed to adhere to a schedule for rest periods, which, coupled with CHIC POLLO's failure to provide adequate rest period coverage, further led to Ms. Flores and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Furthermore, on information and belief, CHIC POLLO maintained a company-wide on-premises rest period policy, which effectively required that Ms. Flores and other aggrieved employees remain on the work premises during their rest periods. Because Ms. Flores and other aggrieved employees were restricted from leaving CHIC POLLO's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CHIC POLLO effectively maintained control over Ms. Flores and other aggrieved employees during rest periods.

As a result of CHIC POLLO's practices and policies, Ms. Flores and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Flores would regularly forgo at least one (1) rest period every shift due to the lack of rest period coverage.

CHIC POLLO has also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because CHIC POLLO frowned upon employees accruing rest period premiums, CHIC POLLO pressured Ms. Flores and other aggrieved employees to falsify the time rest periods were taken and/or adjusted employee records to reflect compliant and/or timely rest periods, regardless of whether Ms. Flores and other aggrieved employees had received a compliant rest period at that time or not, in order to strictly limit rest period premiums that CHIC POLLO would otherwise owe. As a result of this practice and/or policy, Ms. Flores and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, CHIC POLLO failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CHIC POLLO has not provided Ms. Flores and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, CHIC POLLO has knowingly and intentionally provided Ms. Flores and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CHIC POLLO issued uniform wage statements to Ms. Flores and other aggrieved employees that fail to correctly list: gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, CHIC POLLO violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CHIC POLLO did not record the time Ms. Flores and other aggrieved employees spent working off-the-clock, CHIC POLLO did not list the correct amount of gross wages and net wages earned by Ms. Flores and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5), respectively. For the same reason, CHIC POLLO failed to accurately list the total number of hours worked by Ms. Flores and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to

list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), CHIC POLLO willfully failed to maintain accurate payroll records for Ms. Flores and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate records showing when the employee begins and ends each work period and meal period. During the relevant time period, CHIC POLLO engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Flores and other aggrieved employees, in violation of section 1198.

Because CHIC POLLO failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Flores and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Flores and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that 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.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CHIC POLLO failed to pay Ms. Flores and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves her or her employment, her or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of her or her intention to quit, in which case the employee is entitled to her or her wages at the time of quitting.

CHIC POLLO willfully failed to pay Ms. Flores and other aggrieved employees who are no longer employed by CHIC POLLO the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, rest period premiums, and/or reporting time pay either at the time of discharge, or within seventy-two (72) hours of their leaving CHIC POLLO's employ.

Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050, Subdivision 5(A) – Failure to Provide Reporting Time Pay

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived

of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, CHIC POLLO violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because CHIC POLLO failed to pay Ms. Flores and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day’s work.

CHIC POLLO had a company-wide practice of sending Ms. Flores and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Ms. Flores and other aggrieved employees for half of their usual or scheduled shift. For example, when scheduled to work a shift of eight (8) hours, CHIC POLLO’s managers sent Ms. Flores home within 2-3 hours after the start of her shift, because business was slow. Although Ms. Flores and other aggrieved employees reported to work based on the schedule that was provided to them, CHIC POLLO would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, CHIC POLLO did not pay Ms. Flores and other aggrieved employees for at least half of their scheduled day’s work or the minimum reporting time pay.

Accordingly, Ms. Flores and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A).

Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business-Related Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan’s Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 5-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, CHIC POLLO, on a company-wide basis, required that Ms. Flores and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device expenses. For example, CHIC POLLO’s supervisors would contact Ms. Flores on her personal mobile device to discuss work-related matters,

such as work assignments or a request to pick up supplies from one of CHIC POLLO's other locations. Although CHIC POLLO required Ms. Flores and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, CHIC POLLO failed to reimburse them for their costs incurred.

Second, during the relevant time period, CHIC POLLO, on a company-wide basis, required that Ms. Flores and other aggrieved employees use their own personal vehicles to travel to CHIC POLLO's various restaurant locations to pick up or drop off supplies and ingredients. For example, Ms. Flores was required to travel from her usual workplace location in Chula Vista, California, to CHIC POLLO's restaurant located at 1535 Palm Avenue, San Diego, California 92154, to obtain or drop off supplies. Although CHIC POLLO required Ms. Flores and other aggrieved employees to utilize their personal vehicles to carry out their work-related responsibilities, CHIC POLLO failed to reimburse them for their mileage or travel expenses.

Third, during the relevant time period, CHIC POLLO required Ms. Flores and other aggrieved employees to wear uniforms bearing the "El Pollo Loco" company logo, including t-shirts and hats. However, CHIC POLLO did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, CHIC POLLO only provided Ms. Flores with two (2) t-shirts and two (2) hats at the time of hire. Because CHIC POLLO failed to provide Ms. Flores with an adequate number of uniform items in relation to her scheduled shifts and for the tasks she was required to perform, Ms. Flores had to wash her uniforms more frequently than she would otherwise do laundry, and incurred expenses in doing so. Further, due to the nature of restaurant work, Ms. Flores's uniform shirts would become stained with grease, sweaty, soiled, and/or acquire an unpleasant odor such that she was required to wash her uniforms items more frequently, thus incurring additional laundry and/or utility expenses for the upkeep of her uniform. Thus, CHIC POLLO failed to maintain uniforms it required Ms. Flores and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

CHIC POLLO could have provided Ms. Flores and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and an adequate number of uniform items or access to laundering services. Or, CHIC POLLO could have reimbursed employees for the costs of their mobile device usage, mileage and travel expenses, and laundering expenses or provided a uniform maintenance allowance. Instead, CHIC POLLO passed these operating costs onto Ms. Flores and other aggrieved employees. At all relevant times, Ms. Flores did not earn at least two (2) times the minimum wage.

Thus, CHIC POLLO had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to

their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

CHIC POLLO failed to provide Ms. Flores and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). CHIC POLLO's failure to provide Ms. Flores and other aggrieved employees with written notice of basic information regarding their employment with CHIC POLLO is in violation of Labor Code section 2810.5.

Ms. Flores and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CHIC POLLO into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CHIC POLLO, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Flores's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Flores, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CHIC POLLO for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Ms. Flores seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Chase Laurent
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

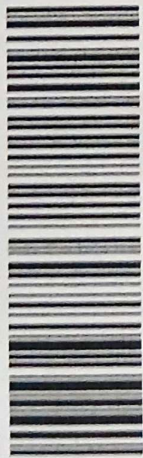
Best Regards,

A handwritten signature in black ink that reads "C Laurent". The "C" is large and stylized, and the rest of the name is written in a cursive script.

Chase Laurent

Copy: CHIC POLLO, LLC (via U.S. Certified Mail); KA-MOA LLC (via U.S. Certified Mail);
PEG/LION, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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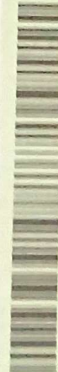
CHIC POLLO, LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

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FLORES V.

CHC

KA-MOA LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

KA-MOA LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

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PEG/LION, LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

PEG/LION, LLC
3700 OCEANIC WAY, SUITE 101
OCEANSIDE, CA 92056

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PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **October 20, 2025**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Christopher J. Archibald (SBN 253075)
Christopher.archibald@bclplaw.com
Ethan W. Smith (SBN 352624)
Ehtan.smith@bclplaw.com
BRYAN CAVE LEIGHTON PAISNER LLP
1920 Main Street, Suite 1000
Irvine, CA 92614-7176
Tel.: (949) 223-7000
Fax: (949) 223-7100

Attorneys for Defendants
CHIC POLLO, LLC; KA-MOA, LLC, and
PEG/LION, LLC

Verlisa Lewis – verlisa.lewis@bclplaw.com

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 20, 2025**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name

Signature

