

August 26, 2025

VIA ELECTRONIC TRANSMISSION

California Labor and Workforce Development Agency
<https://dir.govfa.net/411>

VIA USPS CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Masoud Michael Aminpour
(Agent for Service of Process for California
Food Management, LLC)
6404 Wilshire Blvd #999
Los Angeles, CA 90048

Re: *Maria Sandoval Herrera v. California Food Management, et al.*

Dear Labor and Workforce Development Agency, California Food Management LLC.:

This letter shall serve as former employee's, Maria Sandoval Herrera ("Employee"), Notice of Labor Code Violations pursuant to California Labor Code §2699 ("PAGA").

Within the last year, Employee was an employee of Defendant, California Food Management LLC, ("California Food Management" or "Defendant"). Claimant Employee was employed by California Food Management in Defendant's Ventura and Oxnard Burger King locations as a non-exempt food service employee in California from approximately 2012 through August 26, 2024. Claimant's responsibilities included, among other things, scheduling, organizing supplies and food, cooking, cleaning, disposing of trash, and sweeping.

As detailed herein below, while in Defendant's employ, the Employee and her non-exempt coworkers experienced one or more of Defendant's violations of the California Labor Code. Once vested with statutory authority, we intend to assert Labor Code § 2698 on behalf of the Employees and all of their fellow non-exempt coworkers in California.

LABOR CODE VIOLATIONS

At all times relevant hereto, Labor Code § 1182.12 required that, "Notwithstanding any other provision of this part...on and after January 1, 2008, the minimum wage for all industries shall be not less than eight dollars (\$8.00) per hour."

At all times relevant hereto, pursuant to Labor Code §§ 1197 and 1198, it was unlawful to pay less than the wage established by law or to employ persons in excess of the hours fixed by the Industrial Welfare Commission (“IWC”) or under conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg., Division 1 (the “Wage Order”).

Moreover, at all times relevant hereto, Labor Code § 1194 provided, “(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit. (b) The amendments made to this section by Chapter 825 of the Statutes of 1991 shall apply only to civil actions commenced on or after January 1, 1992.”

At all times relevant hereto, Labor Code § 510 provided for payment of a minimum wage regardless of the number of hours worked; plus one and one-half (1 ½) times each employee’s regular rate of pay for all work over eight (8) hours in any workday, forty (40) hours in any workweek, or the first 8 hours of the seventh consecutive day of work; as well as double their regular rate of pay for work in excess of twelve hours per day or in excess of eight hours on the seventh consecutive day of any work week.

At all times relevant hereto, the *Wage Order* which applies to Employees’ employment with Defendant, defined a “shift” and “split shift” as follows: “Shift” means designated hours of work by an employee, with a designated beginning time and quitting time. “Split shift” means a work schedule which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods.” (Wage Order § 2(Q) and (R)).

At all times relevant hereto, the *Wage Order* which applies to Employees’ employment with Defendant, provided, “When an employee works a split shift, one hour’s pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment.” (Wage Order §4(C))

At all times pertinent hereto, Section 5 the *Wage Order* provided, “(A) Each 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. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee’s regular rate of pay, which shall not be less than the minimum wage.”

At all times relevant hereto, Labor Code § 558 provided, in pertinent part, “Any 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 in

addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

At all times relevant hereto, Labor Code § 204 provided that all wages, other than those mentioned in Section 201, 202, 204.1, or 204.2, earned by any person in any employment, are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

At all times relevant hereto, Labor Code § 218 provided in pertinent part, "...Nothing in this article shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due him under this article."

Defendant's Violations of Labor Code §§ 204, 218, 450, 510, 558, 1182.12, 1194, 1197 and 1198: Defendant had a policy and practice to violate said Labor Code provisions by, inter alia: failing to pay Employee and her non-exempt coworkers all their earned minimum and overtime wages, split shift wages, reporting time wages, and stand-by wages, due and payable twice during each calendar month. In particular, Defendant compelled Employee and her non-exempt coworkers to work off-the-clock and did not pay them minimum wage for the resulting undocumented time. Further, Defendant altered time cards and payroll records by artificially deducting, rounding down, and/or not accurately recording, time from the hours worked by Employee and her non-exempt coworkers despite the fact that they continued to work during said period so deducted and/or not recorded. Said unlawful reductions substantially reduced the earned hours worked for which Employees and members of the represented coworkers received their minimum wage and/or improperly changed payment of hours that should have been compensated at an overtime rate to wages calculated at their regular rate of pay. In violation of Sections 4(B) and 5 of the Wage Order and Labor Code §558, Defendant failed to pay Employee and her represented coworkers for each workday the employee was required to report for work and did report, but was not put to work or was furnished less than half said employee's usual or scheduled day's work. Defendant failed to pay the employee for half the usual or scheduled day's work (up to four hours) at the employee's regular rate of pay. Moreover, Defendant required Employee and her represented coworkers to work split shifts, yet Defendant failed to pay Employee and her represented coworkers a total amount greater than the minimum wage for all hours worked plus one additional hour as required pursuant to Section 4(C) of the Wage Order. Further, Defendant failed to pay Employee and her non-exempt coworkers all of their earned wages, and failed to wage said wages at the rate of one and one-half the employee's regular rate of pay when the employee worked in excess of eight hours per day, forty hours in a work week, or the first eight hours worked on the seventh consecutive day, and/or double the employee's regular rate of pay when the employee worked in excess of twelve hours in a given day, or in excess of 8 hours on the seventh consecutive day; rather, in many instances, Defendant paid Employee and her non-exempt coworkers at their regular rate of pay. Further, Defendant failed to pay employees one hour of pay for the numerous instances where Defendant failed to permit Employee and her non-exempt coworkers the

opportunity take a paid 10 consecutive minute rest break, relieved of all duties, for shifts of at least 3.5 hours, or a second rest period for shifts of more than six hours, or a third rest period for shifts in excess of ten hours. Instead, despite the fact that the nature of their work did not warrant the employee having to work through their rest period, Defendant compelled Employee and her coworkers to work through their statutory rest period. Moreover, Defendant failed to pay employees one hour of pay for the instances where Defendant failed to provide Employee and her non-exempt coworkers the opportunity take a 30 consecutive minute meal break, relieved of all duties, for shifts of five hours or greater, or a second meal period for shifts in excess of ten hours. Instead, despite the fact that the nature of their work did not warrant the employee having to work through their meal period, Defendant compelled Employee and her coworkers to clock out, but remain working through their statutory meal periods. Lastly, Defendant failed to tender Employee and her represented coworkers all of their earned minimum wages, overtime wages, split shift minimum wages, reporting time and stand-by pay, Labor Code § 226.7 compensation, tips and gratuities, uniform and equipment expenses, earned by Employee and her fellow represented coworkers, and Defendant failed to indemnify Employee and her represented coworkers for expenses incurred in the course of their employment with Defendant, in accordance with California law, including, but not limited to, Labor Code § 204, such that labor performed between the 1st and 15th days, inclusive, of any calendar month was not paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, was not paid for between the 1st and 10th day of the following month.

At all times relevant hereto, 8 Cal. Code Reg. (“CCR”) § 11070 (Industrial Welfare Commission, Industry and Occupation Orders, Wage Order 1-2001 (the “Wage Order”), which applies to the Manufacturing Industry generally, and to Employee and her non-exempt coworkers employment with Defendant specifically, required that each non-exempt employee working at least 3.5 hours must be given a paid rest period of not less than ten consecutive minutes, uninterrupted, where the employee is relieved of all duties; a second rest period of not less than ten consecutive minutes must be given to each non-exempt employee working at least six hours in any given workday; and a third rest period for shifts in excess of ten hours.

At all times relevant hereto, Labor Code §226.7, provided that each non-exempt employee who was not permitted to take a valid rest period mandated thereunder must be paid one hour of additional pay at the employee’s regular rate of pay for each such workday in which a valid rest period was not provided.

At all times relevant hereto, Labor Code § 512 required that each employee working at least five hours must be given a paid or unpaid meal period of not less than thirty consecutive minutes, uninterrupted, where the employee is relieved of all job duties; and that a second meal period of not less than thirty consecutive minutes, uninterrupted, be given to each employee working at least ten hours in any given workday.

At all times relevant hereto, Labor Code § 558 provided, in pertinent part, “Any 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 in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

At all times relevant hereto, pursuant to Labor Code §§ 1197 and 1198, it was unlawful to pay less than the wage established by law or to employ persons in excess of the hours fixed by the Industrial Welfare Commission (“IWC”) or under conditions prohibited by the Industrial Wage Commission Wage Orders codified at 8 Cal. Code Reg., Division 1 (the “IWC Wage Orders”).

Defendant’s Violations of Labor Code §§ 226.7, 512, 558, 1197, 1198: Defendant had a uniform policy and practice to violate said Labor Code provisions by, inter alia: Defendant failed to pay employees one hour of pay for the numerous instances where Defendant failed to permit Employee and her non-exempt coworkers the opportunity take a paid 10 consecutive minute rest break, relieved of all duties, for shifts of at least 3.5 hours, or a second rest period for shifts of more than 6 hours, or a third rest period for shifts in excess of 10 hours. Instead, despite the fact that the nature of their work did not warrant the employee from having to work through their rest period, Defendant compelled Employee and her coworkers to work through their statutory rest period. Moreover, Defendant failed to pay employees one hour of pay in instances where Defendant failed to provide Employee and her coworkers the opportunity take a 30 consecutive minute meal break, relieved of all duties, for shifts of 5 hours or greater, or a second meal period for shifts in excess of 10 hours. Instead, despite the fact that the nature of their work did not warrant the employee from having to work through their meal period, Defendant compelled Employee and her coworkers to clock out, but remain working through their statutory meal periods.

At all times relevant hereto, Labor Code § 200 defined “wages” as including all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.

At all times relevant hereto, Labor Code § 201 provided that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant hereto, Labor Code § 202 provided that if an employee not having a written contract for a definite period quits their employment, their wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant hereto, Labor Code § 203 provided that an employer who willfully fails to pay, without abatement or reduction, in accordance with Sections 201 and 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

Defendant's Violations of Labor Code §§ 200, 201, 202 and 203: Defendant had a policy and practice to violate said Labor Code provisions by, inter alia: failing to pay Employee and her non-exempt coworkers all their earned minimum and overtime wages, split shift wages, reporting time and stand-by wages, and Labor Code §226.7 compensation. In addition, Defendant compelled Employee and her non-exempt coworkers to work off-the-clock, and rounding down time, and did not pay them minimum wage for the resulting undocumented time. Further, Defendant failed to pay Employee and her non-exempt coworkers all of their earned wages at the rate of one and one-half the employee's regular rate of pay when the employee worked in excess of eight hours per day, forty hours in a work week, or the first eight hours worked on the seventh consecutive day, and/or double the employee's regular rate of pay when the employee worked in excess of twelve hours in a given day, or in excess of 8 hours on the seventh consecutive day; rather, in many instances, Defendant paid Employee and her non-exempt coworkers at their regular rate of pay. Further, Defendant failed to pay employees one hour of pay for the numerous instances where Defendant failed to permit Employee and her non-exempt coworkers the opportunity take a paid 10 consecutive minute rest break, relieved of all duties, for shifts of at least 3.5 hours, or a second rest period for shifts of more than six hours, or a third rest period for shifts in excess of ten hours. Instead, despite the fact that the nature of their work did not warrant the employee from having to work through their rest period, Defendant compelled Employee and her coworkers to work through their statutory rest period. Moreover, Defendant failed to pay employees one hour of pay for the numerous instances where Defendant failed to provide Employee and her non-exempt coworkers the opportunity take a 30 consecutive minute meal break, relieved of all duties, for shifts of five hours or greater, or a second meal period for shifts in excess of ten hours. Instead, despite the fact that the nature of their work did not warrant the employee from having to work through their meal period, Defendant compelled Employee and her coworkers to clock out, but remain working through their statutory meal periods. Further, as to those Employee and her non-exempt coworkers that were terminated, Defendant failed to pay all of their earned wages by the as detailed above, immediately upon their discharge. Moreover, as to those Employee and her non-exempt coworkers that quit, Defendant failed to pay all of their earned wages by the as detailed above, within seventy-two hours. Further, Defendant failed to pay the waiting time penalties to which Employee and her coworkers were entitled as to those wages which were untimely paid and/or remain unpaid by Defendant.

At all times relevant hereto, Labor Code § 226, required Defendant, "...at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee."

Defendant's Violations of Labor Code §§ 226: Defendant had a uniform policy and practice to violate said Labor Code by, inter alia: failing to account for the Employee and her non-exempt coworkers' off-the-clock hours, rounded down hours, unrecorded hours, and failed to pay said Employee and her represented coworkers all of wages and compensation corresponding thereto, and tips

PAGA Administrator: CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY
Re: California Food Management LLC
August 26, 2025
Page 7 of 7

and gratuities, as noted in detail herein. In turn, Defendant violated the wage statement requirements of Labor Code §226 by failing to accurately record the Employee and her non-exempt coworkers' respective (1) gross wages earned, (2) total hours worked . . ., (4) all deductions, (5) net wages earned, as well as (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the Employee and her non-exempt coworkers.

To date, as set forth in detail above, Defendant has failed to pay Employee and her fellow non-exempt coworkers all of their earned wages, compensation, , and failed to remit the Labor Code § 558 penalties imposed as a consequence thereof.

Should the California Labor & Workforce Development Agency have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact my office.

Sincerely,



PAUL J. DENIS