Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff ALBA SOTO

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
10/13/2025 at 10:15:24 AM
By: Mariana Gutierrez, Deputy Clerk

Assigned for All Purposes Including Trial To:
Hon. Jeffrey B. Jones

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

ALBA SOTO, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

STINE ENTERPRISES INC., an Arizona Corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: ECU004358

PAGA REPRESENTATIVE ACTION COMPLAINT:

1. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]

Plaintiff ALBA SOTO ("Plaintiff") on behalf of herself and all others similarly situated, and as representative of the State of California and the Labor and Workforce Development Agency ("LWDA"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant STINE ENTERPRISES INC. and Does 1 through 10 (STINE ENTERPRISES INC. and Does 1 through 10 are collectively referred to as "Defendants") for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq*. ("PAGA") stemming from Defendants' failure to pay all wages due; failure to pay proper sick leave and provide employees with written notice of accurate accrued sick leave; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; failure to provide accurate itemized wage statements upon payment of wages; failure to reimburse for necessary expenditures; failure to pay wages of terminated or resigned employees; failure to pay all earned wages twice per month.

2. For over 50 years, California's courts and legislature have recognized that this state's wage-and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not ordinary debts. Because of the economic position of the average worker and his or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that employees are promptly paid the minimum/overtime wages that the Legislature has required for employees. So fundamental are California's wage-and-hour laws that the Legislature has criminalized certain types of violations. In extending extra protection to deter violations of these underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or other damages other than civil penalties—California has enacted the PAGA to permit an individual to bring an action on behalf of himself and on behalf of others for PAGA penalties only, which is the precise and sole nature of this action.

3. All California current and former non-exempt employees during the relevant statutes of limitations who are or were harmed by Defendants' illegal practices are "Aggrieved Employees."

4. Plaintiff brings this action against Defendants seeking only to recover penalties for himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code § 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code § 2699, declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Imperial County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

8. Plaintiff ALBA SOTO is a California resident that works for Defendants in Imperial County as a cook from approximately June 9, 2023.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that defendant STINE ENTERPRISES INC. is:

(a) An Arizona Corporation doing business in Imperial County, California.

(b) The current employer of Plaintiff, and the current and/or former employer of the Aggrieved Employees' group.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and the Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other

Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendants acted pursuant to and within the scope of the relationships alleged above, that each Defendants knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

GENERAL ALLEGATIONS

13. Plaintiff ALBA SOTO works for Defendants as a cook from approximately June 9, 2023 primarily in Imperial County. At all times Defendants classified Plaintiff as non-exempt. During the statutory time period, Plaintiff was typically scheduled to work 3 days in a workweek, and typically over 8 hours in a single workday.

14. Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

15. Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

16. Labor Code §1194, subdivision (a) provides that 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. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

18. Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

19. In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

20. The California Supreme Court has issued a decision confirming the way employers must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC,* the Court unanimously ruled that employers must pay their California employees premiums for meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the base hourly rate.

21. Throughout the statutory time period, Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendants' operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendants frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period, Defendants also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work "off-the-clock". Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to receive and respond to Defendants' managers' work-related calls and text messages during or after the scheduled shift hours, off-the-clock, without compensation. Throughout the statutory period, Plaintiff and the Aggrieved Employees were also required to wash and maintain their

heavily soiled uniforms, off- the- clock, without compensation. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

22. Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Defendant failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts, to make it look on paper that Plaintiff and the Aggrieved Employees took their first meal periods. In fact, Defendants mandated Plaintiff and the Aggrieved Employees to take their meal period during the first 30 minutes of their work shift, and deprived them of their right to take their meal periods during the next 8 hours of shift when they actually needed that meal period. Moreover, Defendants mandated Plaintiff and the Aggrieved Employees to wrongfully combine the first rest period with the first meal period in violation of California law. As a result, Plaintiff and the Aggrieved Employees worked in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. On information and belief, the Aggrieved Employees had to ask permission from their managers to take their meal periods. Defendants implemented a policy and/or practice of rounding the start and end times of Plaintiff’s and the Aggrieved Employees’ meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to Defendant’s premises), despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods. Moreover, based on information and belief, Defendants failed to keep accurate records of the true start and end

times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendants illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

23. Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Plaintiff and the Aggrieved Employees were not allowed to leave work premises and have duty-free rest periods and were required to ask permission to take their rest periods. Most importantly, Defendant regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts. In fact, Defendant mandated Plaintiff and the Aggrieved Employees to take their first rest periods at the beginning of their shifts instead of providing and authorizing the rest period every four hours or a major fraction as required under California law. Plaintiff and the

Aggrieved Employees would often times also time miss their second and third rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

24. California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

25. Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff failed to reimburse Plaintiff and the Aggrieved Employees a reasonable portion of their personal cell phone bills as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to send and receive work-related text messages from their supervisors during their scheduled shifts and after their scheduled shifts and wash the heavily soiled uniform at their expense without reimbursement.   Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

26. Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days. Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available. Throughout the relevant time period, Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work). Based on information and belief, Defendants further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements. In violation of Labor Code § 247.5 Defendants failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by

Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article. On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendants' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

27. Labor Code §§ 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 his or her employment, his 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 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

28. Throughout the statutory period, the employment of many Aggrieved Employees ended, i.e. were terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed and continue to fail to pay the terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

29. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

30. Labor Code § 204 requires employers to pay employees all earned wages two times per 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. Lab. Code § 204(a). The requirements of this § shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d). Throughout the statutory period, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

31. During the statutory period, Defendants failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all gross and net wages earned including failure to correctly list gross wages earned, the failure to list the true net wages earned, wages for meal and rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Defendants also incorrectly included sick pay in the total hours worked by Defendants. As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved Employees suffered injury. Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

32. Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendants' violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions,

minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendants to civil penalties under Labor Code §§ 1197.1 and 2699.

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

33. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

34. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

35. Plaintiffs seek recovery of penalties under the Labor Code Private Attorney General Act of 2004 ("PAGA.") (Labor Code sections 2698 et seq.)

36. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in § 2699.3."

37. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code § 2699.3. On August 6, 2025, she gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-1116895-25. A true and correct copy of Plaintiff's letter sent to the California's Labor and Workforce Development Agency (LWDA) and Defendants dated August 6, 2025, is attached hereto as **"Exhibit A".**

38. On September 3, 2025, Plaintiff received a notice of cure from Defendants stating that Defendants reissued all wage statements since January 2025 with the correct "Total Hours Worked" to all current and former employees of Defendants. A true and correct copy of Defendants' letter dated September 3, 2025, is attached hereto as "**Exhibit B**".

39. On October 7, 2025, LWDA issued a cure determination determining that Defendants had cured the violation of Labor Code Section 226, subdivision (a)(2) as to itemization requirement only set forth in Section 226, subdivisions (a)(2), and no determination was made with respect to any underlying substantive violations alleged by Plaintiff disputing the actual total hours worked by Plaintiff and Aggrieved Employees. Therefore, Plaintiff may proceed with filing a claim for PAGA penalties against Defendants in court for inaccurate wage statements in connection with all other allegations including disputing the actual total hours worked in its notice to LWDA. A true and correct copy of LWDA cure determination letter dated October 7, 2025, 2025, is attached hereto as "**Exhibit C**".

40. The statute of limitations is tolled while a plaintiff exhausts his/her administrative remedies with LWDA prior to suit, which is required by the statute. *See* Cal. Lab. Code § 2699.3(d).

41. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice other than those discussed in their cure determination letter dated October 7, 2025. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this complaint including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

42. 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."

43. Labor Code section 1197.1 provides "[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

44. Labor Code Section 226.3 provides: "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

45. Section 2699, subdivision (a) provides that civil penalties may be "recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g), provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys' fees and costs.

46. Defendants' conduct with respect to Plaintiffs and Aggrieved Employees violates numerous Labor Code Sections including, but not limited to, the following:

(a) Violation of Labor Code §§ 201-204, 245-248.5, 510, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198 and 1199 for failure to timely pay all earned wages (including sick pay, regular, and overtime wages) owed to Plaintiff and Aggrieved Employees during employment and upon separation of employment as herein alleged;

(b) Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and Aggrieved Employees and failure to pay premium wages for missed meal periods as herein alleged;

(c) Violation of Labor Code §§ 226 and 226.7 for failure to permit rest breaks to Plaintiff and Aggrieved Employees and failure to pay premium wages for missed rest periods as herein alleged;

(d) Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged;

(e) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein alleged; and

(f) Violation of Labor Code § 2802 for failure to reimburse Plaintiff and Aggrieved Employees for business expenses.

47. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.

48. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

49. Based on the conduct described in this Complaint, Plaintiff is entitled to an award

of civil penalties on behalf of herself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

50. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;

2. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 2699, subdivision (g) and any other statutory basis or pursuant to the California Rules of Court;

3. For reasonable attorneys' fees pursuant to Labor Code §§ 2699, subdivision (g), 2802, Code of Civil Procedure § 1021.5, and any other statutory basis;

4. For an order temporarily, preliminarily and permanently enjoining and restraining Defendants from engaging in similar unlawful conduct as set forth herein; and

5. For all such other and further relief as the Court may deem just and proper.

Dated: October 13, 2025

Respectfully submitted,

TUNYAN LAW, APC

By:

Lilit Tunyan
Artur Tunyan

Attorneys for Plaintiff ALBA SOTO

Exhibit “A”

TUNYAN LAW

535 N BRAND BLVD, SUITE 285
GLENDALE, CA 91203
www.tunyanlaw.com
323-410-5050
ltunyan@tunyanlaw.com

August 6, 2025

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL
Return Receipt Requested
Stine Enterprises Inc.
10851 N Black Canyon Highway, Suite 850
Phoenix, AZ 85029

VIA CERTIFIED MAIL
Return Receipt Requested
Capitol Corporate Services, Inc.
Agent for Service of Process for
Stine Enterprises Inc.
455 Capitol Mall, Suite 217
Saramento, CA 95814

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION § 2698 ET SEQ.

Re: *Soto v. Stine Enterprises, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Alba Soto ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her employer Stine Enterprises Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff works for Defendant as a cook from approximately June 9, 2023 primarily in Imperial County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff is employed by Defendant, Plaintiff typically works 3 days per week, and over 8 hours per shift.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, were employers or persons acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Jaw, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203,226,226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that 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. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved

Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. Throughout the statutory period, Plaintiff and the Aggrieved Employees were required to receive and respond to Defendant’s managers’ work-related calls and text messages during or after the scheduled shift hours, off-the-clock, without compensation.

Throughout the statutory period, Plaintiff and the Aggrieved Employees were also required to wash and maintain their heavily soiled uniforms, off- the- clock, without compensation.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts, to make it look on paper that Plaintiff and the Aggrieved Employees took their first meal periods. In fact, Defendant mandated Plaintiff and the Aggrieved Employees to take their meal period during the first 30 minutes of their work shift, and deprived them of their right to take their meal periods during the next 8 hours of shift when they actually needed that meal period. Moreover, Defendant mandated Plaintiff and the Aggrieved Employees to wrongfully combine the first rest period with the first meal period in violation of California law. As a result, Plaintiff and the Aggrieved Employees worked in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the

Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. On information and belief, the Aggrieved Employees had to ask permission from their managers to take their meal periods.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal periods were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section l l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

<u>Failure to Authorize and Permit Rest Periods</u>

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Plaintiff and the Aggrieved Employees were not allowed to leave work premises and have duty-free rest periods and were required to ask permission to take their rest periods. Most importantly, Defendant regularly required Plaintiff and the Aggrieved Employees to take a combined first meal period and first rest period right after clocking in to work, at the start of their shifts. In fact, Defendant mandated Plaintiff and the Aggrieved Employees to take their first rest periods at the beginning of their shifts instead of providing and authorizing the rest period every four hours or a major fraction as required under California law. Plaintiff and the Aggrieved Employees would often also time miss their second and third rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

<u>Failure to Maintain Accurate Records of Hours Worked</u>

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Throughout the statutory period, Defendant failed to maintain accurate time records. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff failed to reimburse Plaintiff and the Aggrieved Employees a reasonable portion of their personal cell phone bills as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to send and receive work-related text messages from their supervisors during their scheduled shifts and after their scheduled shifts and wash the heavily soiled uniform at their expense without reimbursement.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 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 his or her employment, his 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 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed and continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202.Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (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. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1). Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked. Defendant also incorrectly included vacation and sick pay in the total hours worked by Defendant.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding $4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

<u>Failure to Pay All Earned Wages Twice Per Month</u>

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per 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. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Pursuant to Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the relevant time period, Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

In violation of Labor Code § 247.5 Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant’s violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1,1174.5, 1197.1, 1198, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Lilit Tunyan, Esq.
TUNYAN LAW, APC

USPS TRACKING #

SACRAMENTO CA 957
11 AUG 2025 PM 4 L

9590 9402 8114 2349 9456 04

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

-196360

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CAPITOL CORPORATE SERVICES, INC.
AGENT FOR SERVICE OF PROCESS
STINE ENTERPRISES INC.
455 CAPITOL MALL, SUITE 217
SARAMENTO, CA 95814

9590 9402 8114 2349 9456 04

2. Article Number *(Transfer from service label)*

7022 1670 0001 3766 3339

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X PJ

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* Fan Tran

C. Date of Delivery 8/11/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
Mail Restricted Delivery
)0)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricte
Delivery
☐ Signature Confirmation™
☐ Signature Confirmation
Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING #

PHOENIX AZ 852

11 AUG 2025PM 5 L

9590 9402 8114 2349 9455 98

United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4® in this box•

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STINE ENTERPRISES INC.
10851 N BLACK CANYON HWY,
SUITE 850
PHOENIX, AZ 85029

9590 9402 8114 2349 9455 98

2. Article Number *(Transfer from service label)*

7022 1670 0001 3766 3322

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
8/11/25

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

From:	noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To:	ltunyan@tunyanlaw.com
Subject:	Thank you for submission of your PAGA Case.
Date:	Wednesday, August 6, 2025 9:46:52 AM

8/6/2025

LWDA Case No. LWDA-CM-1116895-25
Law Firm : Tunyan Law, APC
Plaintiff Name : Alba Soto
Employer: Stine Enterprises Inc.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit "B"

Snell & Wilmer
600 ANTON BLVD, SUITE 1400
COSTA MESA, CA 92626-7689
714.427.7000 P
714.427.7799 F

Anne E. Dwyer
(714) 427-7433
adwyer@swlaw.com

September 3, 2025

Lilit Tunyan, Esq.
TUNYAN LAW, APC
535 Brand Blvd., Suite 285
Glendale, CA 91203
ltunyan@tunyanlaw.com
(Via Email and Certified Mail)

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAfilings@dir.ca.gov
(Via Online Submission)

Re: ***Alba Soto v. Stine Enterprises, Inc.***
Notice of Employer Cure

To Whom It May Concern:

Snell & Wilmer L.L.P. has been retained to represent Stine Enterprises, Inc. ("Stine") in relation to the Private Attorneys General Act ("PAGA") notice filed by Alba Soto. The purpose of this letter is to notify Ms. Soto, the purported "aggrieved employee", through her counsel, Tunyan Law, APC, and the Labor Workforce and Development Agency, that Stine has exercised its right to "cure" the Labor Code section 226 violations alleged in Ms. Soto's August 6, 2025 PAGA letter.

Stine maintains that its wage statements have always fully complied with California Labor Code section 226, including by listing total regular hours worked and total overtime hours worked. *See Morgan v. United Retail, Inc.* (2010) 186 Cal.App.4th 1136. While the wage statements also include sick time hours and vacation hours (where applicable) in the gross hours paid each pay period, this is not in violation of Labor Code section 226. *Id.*

Upon receipt of Ms. Soto's PAGA letter, Stine discovered that beginning in January 2025, the wage statements contained a line for "Total Hours Worked" that inadvertently listed zero. While Stine maintains that even these wage statement comply with Labor Code section 226, since they correctly list total regular and total overtime hours worked, out of abundance of caution, pursuant to Labor Code section 2699(d)(2)(B), Stine Enterprises has reissued all wage statements since January 2025 with the correct "Total Hours Worked" to all current and former employees.

If you need any further information, please let me know.

Very truly yours,

Snell & Wilmer L.L.P.

Anne E. Dwyer

Exhibit "C"

STATE OF CALIFORNIA
LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGA UNIT

In the Matter of: Alba Soto, *Claimant,* and Stine Enterprises, Inc., *Respondent.*	Case No. LWDA-CM-1116895-25 **CURE DETERMINATION** [Lab. Code, § 2699.3, subd. (c)(3)] October 7, 2025

Pursuant to Labor Code section[1] 2699.3, subdivision (c)(3)(A), on September 3, 2025, respondent Stine Enterprises, Inc. provided written notice it has cured a violation of section 226, subdivision (a)(2). The Private Attorney General Act (PAGA) Unit of the California Labor and Workforce Development Agency (LWDA) has reviewed respondent's cure notice and now makes the following determination.

BACKGROUND

On August 6, 2025, claimant Alba Soto filed a PAGA notice with LWDA alleging a variety of Labor Code violations by respondent. Claimant alleges she has worked as a cook for respondent since approximately June 9, 2023. Claimant alleges minimum wage, overtime, meal period, rest period,

[1] Subsequent citations are to the Labor Code unless otherwise indicated.

business reimbursement, record-keeping, sick leave, and wage statement violations, as well as derivative timely pay, separation pay, and wage statement violations.

On September 3, and in accordance with section 2699.3, subdivision (c)(3)(A), respondent provided notice it has cured a violation of section 226, subdivision (a)(2) whereby the amount of regular and overtime hours worked were separately listed on wage statements, but the total hours worked showed zero hours beginning in January 2025. Claimant does not specifically allege this theory of violation in his PAGA notice.

CURE DETERMINATION

Section 226, subdivision (a)(2) requires the itemized wage statements an employer furnishes to its employees include total hours worked by the employee. An employer may cure a violation of this requirement "upon a showing that the employer has provided, at no cost to the employee, a fully compliant, itemized wage statement" to each aggrieved employee for each pay period during which the violation occurred during the three years prior to the date of the notice." (§ 2699, subd. (d)(2)(B).) If such information is customarily provided in electronic form, an employer may provide employees reasonable access to the electronic records maintained by the employer in the ordinary course of business that contain the same information required on a fully compliant, itemized wage statement. (*Ibid.*)

Respondent's September 3 cure notice was provided to claimant's counsel via certified mail and LWDA via online filing as required by section 2699.3, subdivision (c)(3)(A). Respondent's notice describes the actions taken by respondent to cure the section 226, subdivision (a)(2) violation. (See *ibid.*)[2]

Section 2699.3, subdivision (c)(3)(B) requires a claimant who disputes the sufficiency of the cure action taken by the employer to provide written notice to LWDA and the employer. Any such notice must specify the grounds supporting claimant's position the employer's cure action is insufficient. (*Ibid.*) Claimant has not provided written notice as required disputing the sufficiency of the employer's cure.

Accordingly, based on the actions taken by respondent as described in its September 3 cure notice, the section 226, subdivision (a)(2) violation, as addressed by respondent, is deemed cured. This determination applies solely to the itemization requirement set forth in section 226, subdivision (a)(2), and no determination is made with respect to any underlying substantive violations alleged by claimant disputing the actual total hours worked by her or other aggrieved employees. (See *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1076 [section 226 wage statement violations are "typically raised as derivative claims of other Labor Code claims concerning rates of pay and the wages owed for labor — i.e., the substance of the

---

[2] Respondent provided further documentation of the cure to LWDA, at LWDA's request, on September 19, including copies of the records provided to claimant.

transactions that section 226 requires to be documented on an itemized statement furnished to the employee"].)

CONCLUSION

For the reasons set forth above, it is determined respondent Stine Enterprises, Inc. has cured the violation of Labor Code section 226, subdivision (a)(2) to the extent claimant alleges such a violation in her August 6 PAGA notice. This specific itemization violation having been cured, and in accordance with section 2699.3, subdivision (c)(3)(A), claimant may not pursue such claim in any civil action filed pursuant to section 2699.

Nothing herein, including any cure action taken by respondent in this matter, may be deemed an admission of liability or used to prove the validity or invalidity of any claim or defense. This determination is subject to the provisions of Evidence Code sections 1152 and 1154.

Dated: October 7, 2025

Margaret Gibson

Margaret Gibson
PAGA Unit Attorney

PROOF OF SERVICE
(Code Civ. Proc., §§ 1013a, 2015.5)

I am over the age of 18 years and not a party to this action. I am employed in the County of Sacramento. My business address is 800 Capitol Mall, Suite 5000, Sacramento, California 95814.

On October 7, 2025, I served this **CURE DETERMINATION/DECISION** on the parties in this proceeding by certified mail by placing a copy of the document in a sealed envelope for collection and mailing following my employer's ordinary business practice for deposit in the United States Mail, addressed as set forth below:

Lilit Tunyan, Esq. Tunyan Law 535 N. Brand Blvd., Suite 285 Glendale, CA 91203	Certified Mail 9589 0710 5270 2567 6069 68
Anne E. Dwyer Snell & Wilmer 600 Anton Blvd., Suite 1400 Costa Mesa, CA 92626	Certified Mail 9589 0710 5270 2567 6069 75

I am readily familiar with my employer's practice of collecting and processing correspondence for mailing with the United States Postal Service. Under that practice it would be deposited with the United States Postal Service on the same day with postage or fees thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 7, 2025, at Sacramento, California.

Alicia Wati Nath