

September 4, 2025

BY ONLINE SUBMISSION

PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612

BY CERTIFIED MAIL

c/o Name of Designated Agent for Service
Address
City, State Zip

Re: Christian Juarez v. Juicyladas LLC

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code §§ 2698, *et seq.*), Christian Juarez (“Juarez”) hereby provides notice on behalf of himself and on behalf of all similarly situated current and former employees in California (the “aggrieved employees”) who were employed by Juicyladas LLC (“Defendant”) in hourly, non-exempt positions for alleged violations of Labor Code sections 98.6, 201, 202, 203, 204, 210, 223, 225.5, 226, 226.7, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 6310.

Juarez is an individual who was employed by Defendant in an hourly, non-exempt position as a line cook from approximately July 10, 2024, through December 28, 2024. At all relevant times, Defendant employed persons, conducted business in, and engaged in illegal labor and payroll practices and policies in California.

Juarez and aggrieved employees are “employees” within the meaning of Section 2 of the applicable Industrial Welfare Commission Wage Order (the “Wage Order”) and “aggrieved employees” within the meaning of Labor Code section 2699(c). At all relevant times, Juarez and aggrieved employees have been non-exempt employees entitled to the full protections of both the Labor Code and the Wage Order.

As set forth below, Defendant failed to comply with the Labor Code sections as described herein below. Accordingly, Juarez now seeks civil penalties for Defendant’s alleged violations of the Labor Code.

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FAILURE TO PROVIDE MEAL PERIODS (Lab. Code §§ 204, 223, 226.7, 512, and 1198)

Labor Code section 204 provides that all wages (except as provided under Labor Code sections 201, 201.3, 202, 204.1 and 204.2) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the Wage Order states that “Hours worked” means 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.

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

Labor Code section 512 states that an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Section 11 of the Wage Order states that no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, and if an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

In addition, Labor Code section 226.7 states that an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, and if an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

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Defendant's practices reveal a systematic denial of meal periods that violates California law in multiple respects. On Saturdays and Sundays, Juarez worked ten-hour shifts from 12:00 p.m. to 10:00 p.m. Despite California law requiring a second meal period for any shift exceeding ten hours, Defendant provided only a single thirty-minute meal break. This violation occurred every weekend throughout Juarez's employment.

Even more egregiously, Defendant operated the kitchen with skeleton crews to maximize profits at the expense of legal compliance. Where the kitchen previously employed three workers to handle the workload, Defendant reduced staffing to Juarez alone as the primary cook. This deliberate understaffing made it operationally impossible for Juarez to take his first meal period before the end of his fifth hour of work, as required by law. The restaurant's busy periods dictated when Juarez could step away from his station, forcing him to work six or seven hours straight before any meal break. Owner [REDACTED] was fully aware of these conditions, having directly supervised the kitchen operations and made the staffing decisions that created these violations.

Juarez and the aggrieved employees did not execute valid on-duty meal period waivers that complied with California law. Therefore, Juarez and the aggrieved employees were not provided with an uninterrupted, duty-free meal period of at least thirty minutes. When Juarez and the aggrieved employees were not timely provided with a meal period, Defendant failed to pay them legally required premium wages.

Accordingly, Juarez now seeks civil penalties for these Labor Code violations that Defendant has committed against him and aggrieved employees.

FAILURE TO PROVIDE REST PERIODS (Lab. Code §§ 204, 223, 226.7 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays, except that wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Labor Code section 223 states that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states that "'Hours worked' means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1198 states that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions

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of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Section 12 of the applicable Wage Order states that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provision of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states that an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, and if an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The evidence reveals that Defendant's violation of rest period requirements was absolute and unequivocal. Throughout Juarez's entire employment from July 10, 2024, through December 28, 2024, Defendant never provided him with a single ten-minute rest break. Not one. This was not occasional oversight but systematic policy. For shifts extending seven to ten hours, California law entitled Juarez to two rest breaks per day. Defendant provided none. The operational demands of running a kitchen single-handedly made rest breaks impossible, and owner [REDACTED] never authorized or permitted Juarez to take these legally mandated breaks.

As a result of these policies and practices, Defendant failed to provide Juarez and the aggrieved employees with net rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and have failed to pay them premium wages at their regular rates of pay on workdays they failed to provide them with required rest periods.

Accordingly, Juarez now seeks civil penalties for these Labor Code violations that Defendant has committed against him and aggrieved employees.

FAILURE TO PAY HOURLY AND OVERTIME WAGES (Lab. Code §§ 204, 223, 510, 1194, 1197 and 1198)

Labor Code section 204 provides that all wages (except as provided for under Labor Code sections 201 and 202) earned by any person in any employment become due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.

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Labor Code section 223 states that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.

Section 2 of the applicable Wage Order states that “Hours worked” means the time during which an employee is subject to the control of the employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

Labor Code section 1194 states, in relevant part, 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.

Labor Code section 1197 states, in relevant part, that the minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

Labor Code section 1198 states, in relevant part, that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees.

Section 3 of the applicable Wage Order requires employers to pay non-exempt employees one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of work in a workweek.

The turning point for Defendant’s wage theft scheme came on August 16, 2024, when Defendant transitioned to using Gusto payroll services. This was not merely an administrative change but marked the beginning of a calculated effort to deprive workers of their lawfully earned overtime wages. Prior to August 16, 2024, Juarez received overtime compensation in cash alongside his regular paycheck. But from that date forward, all overtime payments ceased entirely. Juarez consistently worked overtime hours, particularly on his Saturday and Sunday shifts when he labored from noon until 10:00 p.m.—ten grueling hours in an understaffed kitchen. California law unequivocally requires payment of one and one-half times the regular rate for all hours worked beyond eight in a workday. At Juarez’s regular rate of \$20.00 per hour, his overtime rate should have been \$30.00 per hour. Instead, Defendant paid nothing for these overtime hours, pocketing the difference.

Time Record Manipulation

Beyond the straightforward theft of overtime wages, Defendant engaged in fraudulent manipulation of time records to conceal the true hours worked. Defendant remotely accessed the timekeeping system to clock out employees while they continued working. This was not isolated to Juarez—his coworkers reported experiencing the same manipulation of their time records. Owner [REDACTED] orchestrated this scheme to create false documentation that would hide overtime obligations and reduce reported labor costs.

Off-the-Clock Work

As a result of Defendant's failures to provide meal and rest periods in accordance with California law and to accurately record the starting and stopping times of all work periods, Defendant failed to compensate Juarez and the aggrieved employees with all hourly and overtime wages for time spent working during unpaid meal periods and throughout shifts when they were falsely clocked out.

Accordingly, Juarez now seeks civil penalties for these Labor Code violations that Defendant has committed against him and aggrieved employees.

FAILURE TO REIMBURSE FOR EXPENSES (Lab. Code § 2802)

Labor Code section 2802(a) states that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

At all relevant times during the applicable limitations period, Defendant required Juarez and the aggrieved employees to incur expenses which Defendant failed and/or refused to reimburse them for. Kitchen workers were required to purchase and maintain specialized non-slip footwear mandated for kitchen safety. The intense heat and grease of kitchen operations regularly damaged employees' work uniforms and clothing, requiring replacement at employees' own expense. Defendant required employees to use their personal cell phones for work-related communications with management, including receiving scheduling changes and operational directives from owner [REDACTED]. Defendant never reimbursed any of these necessary business expenses, effectively reducing employees' wages below the promised rate and, in many instances, below minimum wage.

Accordingly, Juarez now seeks civil penalties for these Labor Code violations that Defendant committed against him and aggrieved employees.

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS (Lab. Code § 226)

Labor Code section 226(a) requires employers to furnish employees with accurate itemized statements showing gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the name of the employee and only the last four digits of his or her social security number or an employee identification number, the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

At all relevant times during the applicable limitations period, Defendant failed to provide accurate itemized wage statements. The systematic nature of Defendant's violations corrupted every wage statement issued. By remotely manipulating time records to clock out employees while they continued working, Defendant falsified the total hours worked shown on wage statements. The failure to pay overtime after August 16, 2024, meant that wage statements failed to show overtime hours worked or overtime wages earned. The denial of meal and rest period premiums resulted in wage statements that understated gross wages earned. Each falsified wage statement constitutes a separate violation, injuring employees who could not verify whether they were being paid correctly or accurately track their hours for any purpose.

By failing to accurately record all hours worked, including off-the-clock work, by failing to pay employees meal and rest period premiums in accordance with California law, and by failing to reimburse employees for all necessary business expenses, Defendant has failed to provide Juarez and the aggrieved employees with written wage statements that comply with the requirements of Labor Code section 226(a).

Accordingly, Juarez now seeks civil penalties for Defendant's violations of the Labor Code.

LATE OR PARTIAL PAYMENT OF FINAL WAGES FOLLOWING SEPARATION (Lab. Code §§ 201, 202 and 203)

Labor Code section 201 requires an employer to pay all earned and unpaid wages to a discharged employee immediately at the time of discharge.

Labor Code section 202 requires an employer to pay all earned and unpaid wages to an employee who quits after giving at least seventy-two hours' notice at the time of quitting, or within seventy-two hours for employees who quit with less notice.

Labor Code section 203 provides that an employee's wages shall continue as a penalty from when they first became due at the same rate until paid for up to thirty days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code sections 201 or 202.

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When Defendant terminated Juarez on December 28, 2024, it failed to immediately pay all wages due. Juarez was forced to send written demands on December 30 and 31, 2024, documenting the wages Defendant still owed him, including hours worked during his final pay period and the systematic overtime violations since August 16, 2024. Defendant did not remit these owed wages until approximately two to three weeks after termination. This willful withholding of final wages was not administrative oversight but the continuation of a pattern of wage theft. The willfulness required for Section 203 penalties is abundantly established by Defendant's systematic withholding of overtime wages since August 16, 2024, demonstrating a conscious disregard for wage payment obligations.

By failing to timely furnish Juarez and the aggrieved employees with any final paycheck and/or with final paychecks that include all earned and unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and premium wages, Defendant has violated Labor Code sections 201 and/or 202.

Accordingly, Juarez now seeks civil penalties for Defendant's violations of the Labor Code.

VIOLATIONS OF LABOR CODE SECTION 256

Pursuant to Labor Code section 256, the Labor Commissioner shall impose a civil penalty in an amount not exceeding thirty days' pay as waiting time under the terms of Section 203. Defendant willfully failed to timely furnish Juarez and aggrieved employees with any final paycheck timely and/or with final paychecks that include all earned and unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and/or premium wages.

Accordingly, Juarez now seeks to recover the wages and penalties provided in Labor Code section 256 on behalf of himself and the aggrieved employees.

VIOLATIONS OF LABOR CODE SECTION 558

Pursuant to Labor Code section 558, any person acting on behalf of an employer who violates or causes to be violated a provision of the Labor Code regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to civil penalties and be ordered to pay all unpaid wages. Defendant failed to provide Juarez and the aggrieved employees meal and/or rest periods, minimum and overtime wages, and committed other Labor Code violations.

Accordingly, Juarez now seeks to recover the wages and penalties provided in Labor Code section 558 on behalf of himself and the aggrieved employees.

VIOLATIONS OF LABOR CODE SECTION 1199

Labor Code section 1199 makes it a misdemeanor for any employer or other person acting either individually or as an officer, agent, or employee of another person who: (a) requires or causes

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any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.

By failing to timely furnish Juarez and aggrieved employees with unpaid wages, including, but not limited to, all earned and unpaid hourly, overtime, and premium wages at the regular rate of pay, Defendant's criminal conduct has violated Labor Code section 1199.

Accordingly, for all violations of Labor Code section 1199, Defendant is liable for a misdemeanor and is punishable by a fine of \$100 or by imprisonment for not less than thirty days or by both.

FAILURE TO MAINTAIN ACCURATE TIME RECORDS (Lab. Code §§ 1174, 1174.5, and IWC Wage Order 5-2001, Section 7)

Labor Code sections 1174 and 1174.5 require employers to maintain accurate records of hours worked by employees. The deliberate manipulation of time records represents not merely a failure to maintain accurate records but active falsification of legally required documentation. Defendant engaged in systematic time record manipulation by remotely altering employee time records, clocking out Juarez and other employees while they remained working to avoid overtime obligations. Multiple employees reported similar manipulations of their time records. Owner [REDACTED] directed or knew of these alterations, which violated the fundamental requirement to maintain accurate records of actual hours worked. These falsified records prevented employees from proving their actual hours worked and facilitated Defendant's wage theft scheme.

FAILURE TO PROVIDE PERSONNEL AND PAYROLL RECORDS (Lab. Code §§ 226(b), 226(c), 1198.5, and 432)

Labor Code Section 1198.5 grants current and former employees the right to inspect and receive copies of their personnel records within 30 days of making a written request. Labor Code Section 226(b) specifically requires employers to provide payroll records within 21 days of a written request. On May 5, 2025, Juarez submitted a written request for copies of all personnel file and payroll records. To date, over four months later, Defendant has neither provided the requested documents nor communicated any basis for withholding them. This stonewalling violates California law and demonstrates Defendant's consciousness of guilt and determination to conceal evidence of its wrongdoing. The failure to provide these records prevents Juarez from discovering the full extent of wage theft and other violations he suffered.

RETALIATION FOR PROTECTED ACTIVITY (Lab. Code §§ 98.6, 1102.5, and 6310)

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Labor Code sections 98.6 and 1102.5 prohibit employers from retaliating against employees who report violations of law or engage in other protected activities. Section 6310 prohibits retaliation for complaints about workplace safety.

The evidence of retaliation is overwhelming and undeniable. On July 25, 2024, and again on September 17, 2024, Juarez sent detailed written communications to Defendant documenting multiple workplace violations. He reported the unpaid overtime wages that had been stolen since August 16, 2024. He documented the systematic denial of meal and rest breaks caused by deliberate understaffing. He raised legitimate concerns about workplace conditions that affected not only legal compliance but also worker safety and operational efficiency. These communications constituted textbook protected activity under California law.

Defendant's response reveals retaliatory animus. In October 2024, Defendant issued Juarez his first and only written warning for alleged tardiness—despite Defendant's own text messages showing that owner [REDACTED] regularly instructed Juarez to arrive late when business was slow. Then, conveniently, a former employee who had previously held Juarez's position returned to the restaurant in December 2024. On December 28, 2024, just three months after Juarez's September complaint, Defendant terminated him without any prior warning or progressive discipline. The pretextual reason offered—tardiness affecting restaurant sales—is demonstrably false given Defendant's documented instructions for Juarez to arrive late and the consistently low sales throughout his employment. The former employee immediately assumed Juarez's position and continues in that role today. This sequence of events—protected complaints followed by pretextual discipline, the return of a replacement employee, and sudden termination—establishes clear retaliation for engaging in protected activity.

CONCLUSION

As noted above, this letter constitutes the required notice under the Private Attorneys General Act of 2004 (Lab. Code §§ 2698 *et seq.*). The violations described herein represent systematic lawlessness: the calculated cessation of overtime payments upon switching to Gusto payroll, the deliberate understaffing that made meal and rest breaks impossible, the fraudulent manipulation of time records to conceal wage theft, the retaliatory termination of an employee who dared to complain, and the ongoing refusal to provide legally required records. These are not isolated incidents or honest mistakes—they represent a pattern of exploitation that PAGA was specifically enacted to address.

Insofar as this letter is directed to Defendant, please be advised that Juarez will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the Labor and Workforce Development Agency decline to pursue this matter. The Labor and Workforce Development Agency has sixty-five days from the postmark date of this notice to investigate and cite Defendant for these violations. Should the LWDA not issue a citation within this period, Juarez intends to proceed with a civil action under PAGA to vindicate not only his

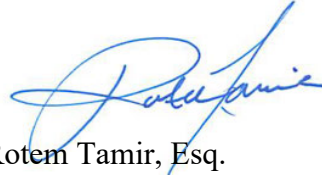
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own rights but those of all aggrieved employees who have suffered under Defendant's unlawful practices

Bluestone Law

A handwritten signature in blue ink, appearing to read "Rotem Tamir", is positioned above the printed name.

Rotem Tamir, Esq.