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VIA EMAIL ONLY
(dhuie@rjo.com)

Anand, Inc.
c/o Dennis C. Huie
ROGERS JOSEPH O'DONNELL
311 California Street, 10th Fl.
San Francisco, CA 94104

Re: Nazareno, et al. v. Anand, Inc. dba Jack in the Box
Sacramento County Superior Court Case No. 34-2020-00278363
Our clients: Gloria Nazareno and Eloise Iyar
NOTICE OF FILING PAGA CLAIM

Dear Mr. Huie:

Pursuant to California Labor Code section 2699, we write to provide notice of Plaintiff's claim pursuant to the Private Attorney's General Act of 2004 ("PAGA") against Anand, Inc. dba Jack in the Box. You have agreed to accept service of the Notice of Filing PAGA Claim via email in lieu of a certified letter. To that end, please accept this letter as Notice of Filing PAGA Claim against Anand, Inc. dba Jack in the Box ("Anand").

My office represents Gloria Nazareno and Eloise Iyar (collectively "Claimants") who were employed by JITB. Defendant, Anand, was and is a California Corporation, organized and existing pursuant to the laws of California, was and is doing business in the County of Sacramento, State of California. Anand owns and operates over a dozen Jack in the Box fast food restaurants in California which are open 24 hours a day, seven days a week.

Anand employed Claimant and hundreds of other employees to work at its multiple Jack in the Box franchises as restaurant crew and other employees necessary for the function of a Jack in the Box Restaurant.

Claimants allege that they and other employees were never fully relieved of their job responsibilities to allow them to take a 10-minute rest break or meal break. Additionally, while Anand did provide Claimants and other employees with a shirt that they were required to wear as part of their uniform, Anand failed to maintain the shirt its employees were required to wear causing Claimants and other employees to incur additional costs maintaining their Anand required shirts they were are required to wear as part of their uniform.

Additionally, Anand routinely sent Claimants and other employees home early before completing half of their scheduled shifts, but they were not paid their “reporting time pay” in violation of IWC Wage Order 1-16, Section 5. The Wage Order requires that, for each workday an employee is required to report to work, but is not put to work or is furnished with less than half of his or her usual or scheduled day's work, the employee must be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at his or his regular rate of pay.

Finally, Claimants and other employees’ pay stubs were inaccurate because they failed to reflect bonus pay per day that they were entitled to for not receiving their meal and rest breaks and failed to pay Claimants and other employees for their reporting time pay.

Applicable Law

A. Missed Meal/Rest Breaks

Under California law, employees are entitled a ten (10) minute rest break per four (4) hours worked and that an employer may not require its employees to remain on-site or on-call during rest periods. (California Code of Regulations, Title 8, sections 11010-11150 (12)(A)). During rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time. (*Augustus v. ABM Security* (2016) 2 Cal.5th 257, 260).

California employers also have a legal duty to permit their employees to take a thirty (30) minute meal break if they work over five (5) hours and a second meal break if they work over ten (10) hours. (Labor Code section 512(a)). An employee’s first meal break must start before the end of the employee’s fifth hour of work. (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1042). The employer has a duty to relieve their employees of all duty, relinquish control of the employee’s activities, permit their employees a reasonable opportunity to take their entire 30-minute break uninterrupted, and not impede or discourage them from doing so. (*Id.* at 1040).

Under California Code of Regulations, Title 8, Sections 11010-11150 (11)(B), when an employer fails to provide an employee with a meal or rest break that they are lawfully entitled to, the employer must pay the employee an extra hour of pay at the employee’s regular hourly rate. Here, as stated above, Claimants other employees

were never fully relieved of their job responsibilities and not allowed to take meal or rest breaks.

B. Unpaid Wages

Because Claimants and other employees were sent home before working half of their scheduled shift they are entitled to wages for reporting time pay constituting half of their scheduled shifts. Failure to pay Claimants and other employees for half of their scheduled shifts is a violation of IWC Order 1-16, Section 5, which requires and employer it to pay its employees for at least half of their scheduled shift even if they are sent home early. Reporting time pay constitutes wages. *Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal. 4th 1094.

Claimants and other employees are entitled to wages, including reporting time pay, as payment for time worked pursuant to Labor Code section 200(a).

Because Anand failed to timely pay wages it is subject to civil penalties of \$100 for the initial violation and \$200 for each subsequent violation, plus 25% of the amount of wages unlawfully withheld pursuant to Labor Code § 210, et seq.

C. Inaccurate Pay Stubs

An employer is obligated to provide a pay stub every pay period that explains how their paycheck was calculated so that employees have an accurate record of the hours they work, their rate of pay, the wages they were paid, and deductions from their gross wages. (Labor Code section 226(a); *Jaimez v. Daiohs USA, Inc.* (2010) 181 Cal.App.4th 1286, 1306) “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226(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.” Claimants and other employees did not receive accurate pay stubs because they did not receive their meal and rest break premiums or reporting time pay that they were owed on their pay stubs.

D. Unreimbursed Expenses

With regard to unreimbursed expenses, the law requires that “[a]n 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 employee” (Labor Code section 2802). Labor Code Section 2802 also requires that an employer pay 10% interest on unreimbursed amounts. Here, Anand failed to reimburse Claimants and other employees for the cost to maintain their uniforms.

Pursuant to California Labor Code section 2699, Plaintiff’s PAGA claim has been submitted online with the Labor and Workforce Development Agency.

Regards,
SCHOECH LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'M. Schoech', with a stylized, cursive script.

Matthew R. Schoech