



February 24, 2026

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Private Attorneys General Act – Filing

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for Taco Nazo Corp.
Attn: Monica Schoenhouse
107 E. Puente Street
Covina, CA 91723

**Re: *Pena v. Taco Nazo Corp.*
 PAGA Notice**

Dear California Labor and Workforce Development Agency; and Taco Nazo Corp.:

Please be advised that Aris LLP represents the interests of Alejandra Pena (“Claimant”). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of herself and all other aggrieved employees, against Taco Nazo, Corp., including, but not limited to, any of its former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, parent corporations, subsidiaries, divisions, affiliates, partners, agents, and affiliated and/or merged entities (collectively “Employers”) pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Sections 2698 *et seq.* This correspondence serves as Claimant’s written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer(s) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code Section 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 256, 351, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802.

Facts and Theories Supporting the Alleged Violations

Employers own and operate a chain of restaurants called “Taco Nazo.” Employers employed Claimant as a non-exempt employee in California within the past year. Claimant’s job duties included, *inter alia*, working in the kitchen, preparing ingredients to be used throughout the shift, preparing customer food orders, cleaning, and other related tasks. Employers employed and/or currently employ other aggrieved employees in California. The aggrieved employees consist of all non-exempt employees employed by Employers in California during the “PAGA Period,” which is defined as one (1) year prior to the submission of this letter to the LWDA and certified mailing to Employers to the present.

During the PAGA Period, Employers failed to pay Claimant and other aggrieved employees all minimum, regular, and overtime wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and aggrieved employees regularly worked more than eight (8) hours per workday, 10 hours per workday, and/or over 40 hours per workweek, including, but not limited to, off-the-clock work. For example, Claimant and aggrieved employees were required to spend up to 10 minutes waiting to be checked in for their shifts without being compensated for the waiting time. Claimant and aggrieved employees were also required to respond to work-related calls and messages while clocked out for their shifts, including during meal and rest periods. Employers failed to compensate Claimant and aggrieved employees for all hours that they were under the Employers' control and failed to pay Claimant and aggrieved employees' overtime wages at the correct rates of pay, including the times that they were required to remain on duty during unpaid break times. Additionally, Employers failed to pay Claimant and aggrieved employees all gratuities given to them by restaurant patrons. As such, Employers failed to pay Claimant and other aggrieved employees minimum, regular, and overtime wages for all hours worked, and all gratuities in violation of Labor Code Sections 204, 206, 210, 351, 510, 558, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, Employers failed to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code Section 512 and Section 11 of the applicable Wage Order. Claimant and aggrieved employees had their meal periods late, interrupted, on-duty, and/or cut short due to Employers' work demands, staffing policies, and practices. Employers regularly required Claimant and aggrieved employees to remain on duty during these break times, thereby preventing them from taking full 30-minute duty-free meal periods. Despite these and other violations, Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a meal period violation. Accordingly, Employers failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes and failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate of pay for every day in which they were denied a compliant meal period, in violation of Labor Code Sections 226.7 and 512 and the IWC Wage Orders.

During the PAGA Period, Employers failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Claimant and aggrieved employees had their rest periods missed, late, interrupted, on-duty, and/or cut short due to Employers' work demands, staffing policies, and procedures. For example, Employers scheduled only one rest period for Claimant and aggrieved employees even though they were scheduled to work, and did work, up to or more than seven hours in a shift. Moreover, Employers regularly required Claimant and aggrieved employees to remain on duty during these break times. Despite these violations, Employers failed to compensate Claimant and other aggrieved employees with an additional hour of pay at their regular rate for every day in which they suffered a rest period violation. Accordingly, Employers violated Labor Code Sections 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, Employers failed to reimburse Claimant and other aggrieved

employees for all business expenses incurred for Employers' benefit. For example, Employers required Claimant and aggrieved employees to use their personal cell phones to download and use applications for timekeeping purposes and to also communicate with supervisors and/or managers. Employers required Claimant and aggrieved employees to wear a uniform bearing Employers' logo and required Claimant and aggrieved employees to maintain the heavily soiled uniforms at their own expense. Employers also required Claimant and aggrieved employees to purchase other equipment, such as aprons at their own expense and without reimbursement. Accordingly, Employers violated Labor Code Sections 2800 and 2802.

As a result of, and in addition to, the aforementioned Labor Code violations, Employers failed to provide accurate itemized wage statements that accurately reported, among other things, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate. As a result, Employers violated Labor Code Sections 226 and 226.3. Similarly, Employers failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and the aggrieved employees due to the same violations referenced above. Consequently, Employers violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, Employers failed to timely pay all wages owed throughout Claimant's and the aggrieved employees' employment and following the end of the aggrieved employees' employment including minimum, regular, overtime, and double time wages, reimbursements, and meal and rest period premiums, among other things. Accordingly, Employers violated Labor Code Sections 201-204, 210, and 256.

Based on these violations, Claimant will seek attorneys' fees, costs, and penalties under the Labor Code on behalf of herself and all other aggrieved employees who were employed by Employers during the PAGA Period. Please advise if the Labor and Workforce Development Agency has any objection to Claimant including PAGA claims in a lawsuit against Employers. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,



Daniel J. Hyun