



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 18, 2023

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Tacos Tu Madre, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

Los Feliz Taco Shop 26, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

West Hollywood Taco Shop 26, Inc.
10250 Constellation Boulevard 100
Los Angeles, CA 90067

Brentwood Taco Shop 26, Inc.
10250 Constellation Blvd. Suite 100
Los Angeles, CA 90067

Culver City Taco Shop 26, Inc.
10250 Constellation Boulevard 100
Los Angeles, CA 90067

Larchmont Taco Shop 26, Inc.
2146 San Ysidro Drive
Beverly Hills, CA 90210

Spring Street Taco Shop 26, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

Echo Park Vegan Taco Shop 26, Inc.
10250 Constellation Blvd. Suite 100
Los Angeles, CA 90067

Broadway Taco Shop 26, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

Echo Park Taco Shop 26, Inc.
10250 Constellation Boulevard 100
Los Angeles, CA 90067

Melrose Taco Shop 26, Inc.
10250 Constellation Boulevard 100
Los Angeles, CA 90067

Studio City Taco Shop 26, Inc.
10250 Constellation Boulevard 100
Los Angeles, CA 90067

Westwood Taco Shop 26, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

Hillhurst Taco Shop 26, Inc.
19528 Ventura Blvd. #362
Tarzana, CA 91356

Vista Taco Shop 26, Inc.
10250 Constellation Blvd. Suite 100
Los Angeles, CA 90067

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimant: Rodrigo Lopez
Employers: Tacos Tu Madre, Inc., Broadway Taco Shop 26, Inc., Los Feliz Taco Shop 26, Inc., Echo Park Taco Shop 26, Inc., West Hollywood Taco Shop 26, Inc., Melrose Taco Shop 26, Inc., Studio City Taco Shop 26, Inc., Culver City Taco Shop 26, Inc., Westwood Taco Shop 26, Inc., Larchmont Taco Shop 26, Inc., Hillhurst Taco Shop 26, Inc., Spring Street Taco Shop 26, Inc., Vista Taco Shop 26, Inc., Echo Park Vegan Taco Shop 26, Inc., Brentwood Taco Shop 26, Inc.

Dear Sir or Madam:

Rodrigo Lopez (“Claimant”) has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent him, and all other aggrieved employees, for conditions of employment and wage and hour claims against his former employers, Tacos Tu Madre, Inc., Broadway Taco Shop 26, Inc., Los Feliz Taco Shop 26, Inc., Echo Park Taco Shop 26, Inc., West Hollywood Taco Shop 26, Inc., Melrose Taco Shop 26, Inc., Studio City Taco Shop 26, Inc., Culver City Taco Shop 26, Inc., Westwood Taco Shop 26, Inc., Larchmont Taco Shop 26, Inc., Hillhurst Taco Shop 26, Inc., Spring Street Taco Shop 26, Inc., Vista Taco Shop 26, Inc., Echo Park Vegan Taco Shop 26, Inc., Brentwood Taco Shop 26, Inc., (hereafter “Employers”).

Employers operate numerous restaurants in Southern California. Claimant worked for Employers as a cook and food prep worker from December of 2020 until July of 2023.

Employers have violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below, or permit claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Comply with California Law Concerning Payment of Lawful Wage For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

Section 2(G) of Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” When employees like Claimant and his coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Off-the-clock work

Employers would often require employees to work off the clock. For example, Claimant was required to sweep and mop floors, refill containers, clean the stove vent, clean the refrigerator, etc, all while off the clock at the end of his shift. Claimant was required to do this work, but was not permitted to do it while on the clock because Employers did not want to pay Claimant overtime. It would take him up to 45 minutes per shift to complete this off the clock work.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Claimant and aggrieved employees were consistently required to perform work during their unpaid meal periods and have been employed under conditions prohibited by the wage order, and thus Employers have violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

(Cal. Labor Code § 204, 2698 *et seq.*)

Employers were required to pay Claimant and all aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employers failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including penalty wages and off the clock work, and this underpayment resulted in a failure to pay all wages owed twice per month.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employers failed to pay Claimant and aggrieved employees for all hours worked as a result of Employers’ practices described above, including forcing employees to work while clocked out before and after their shifts, and when clocked out for lunch. Based on Employers’ unlawful conduct described above, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Employers are liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employers knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employers willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employers are liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Provide Timely Meal Breaks

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5)

Labor Code §512 provides, “[a]n 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...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of Wage Order 5 provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

In this case, Claimant explains that he and his coworkers frequently missed meal breaks. When meal breaks were given, they were often late or interrupted. Claimant describes his meal break being interrupted at least two to three times per week and observed his coworkers also having meal breaks interrupted and cut short, or being missed altogether.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employers: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because Employers used invalid meal period waivers.

Section 11 of Wage Order 5 requires employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Employers failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employers never paid penalty pay to Claimant or aggrieved employees for

noncompliant meal periods. As a derivative claim, Claimant alleges that his pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Employers failed to maintain a policy and practice that provides or permits its employees to take off-duty rest periods as required by California law. Employees are entitled to at least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5.

Often employees were not given timely rest breaks and when they were allowed to take timely rest breaks, they were frequently interrupted. Claimant only recalls receiving a handful of rest breaks over the course of his employment.

Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employers: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employers did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employers failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Safe Working Conditions

(Cal. Labor Code §1198, 2698 *et seq.*, Wage Order 5)

Employers’ workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and insufficiently ventilated rooms and kitchens, sometimes reaching temperatures exceeding 90 degrees.

Wage Order 5 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employers are liable for civil penalties pursuant to §2698 *et seq.*

Failure to Pay Wages in the Form Required by Labor Code Section 212
(Cal. Labor Code §§ 212, 213, 2698 *et seq*)

Cal labor code section 212 states:

(a) No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned:

(1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.

Claimant and his coworkers were repeatedly given checks that we denied by the bank. By failing to provide payment in checks or other negotiable instruments, Employers have violated Labor Code sections 212 and 213, and are further liable for civil penalties pursuant to §2698 *et seq.*

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimants and the aggrieved employees, and maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

Claimant was often paid with a physical check with no accompanying wage statement, so Claimant was unable to determine the number of hours for which he was being paid, whether he received accurate overtime, or any other information required to be communicated on a wage statement.

Additionally, derivative of and based on and as a result of the above-mentioned Labor Code violations, Employers maintained and issued inaccurate wage statements, failing to include required hours and overtime hours worked and misrepresenting actual regular hours worked on the final wage statement. Employers further failed to include meal and rest period penalties, thus failing the requirements of Labor Code §226(a). Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled.

Claimant will seek penalties as permitted under Labor Code §226 for himself and other aggrieved employees for each violation. Further, claimant will seek recovery of civil penalties under Labor Code §226.3, and PAGA, Labor Code §2698, *et seq.*, on behalf of the LWDA against the Employers if authorized to file a representative action on behalf of the State of California for Employers' paystub violations.

Conclusion

Employers have violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a horizontal line extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant