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**Electronically Filed by Superior Court of CA, County of Santa Clara, on 10/20/2026 9:16 AM Reviewed By: M. Suarez Env. #25594874 - Case #26CV506486**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF SANTA CLARA**

CRYSTAL VO, on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

HEYTEA USA MANAGEMENT LLC, a Limited Liability Company; HEYTEA USA INC., a Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 26CV506486

**REPRESENTATIVE ACTION COMPLAINT FOR:**

1. Civil Penalties Pursuant to Labor Code § 2699 for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), and the applicable Wage Order(s).

Plaintiff Crystal Vo ("PLAINTIFF"), on behalf of the people of the State of California and as an "aggrieved employee" acting as a private attorney general under the Labor Code Private Attorney General Act of 2004, § 2699, ("PAGA") only, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

## INTRODUCTION

1. PLAINTIFF brings this action against defendants Heytea USA Management LLC and Heytea USA Inc. (referred to as "DEFENDANT") seeking only to recover PAGA civil penalties on behalf of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as permitted by California Labor Code § 2699**. 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 the civil penalties permitted by California Labor Code § 2699.

2. California has enacted the PAGA which permits PLAINTIFF to bring an action for PAGA penalties *only*, which is the precise and sole nature of this action.

3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for DEFENDANT's violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be construed as attempting to obtain any relief that would not be available in a PAGA-only action.

4. PLAINTIFF is not suing in her individual capacity; she is proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

## THE PARTIES

5. Heytea USA Management LLC ("DEFENDANT") is a limited liability company

that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. Heytea USA Inc. ("DEFENDANT") is a corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. The entities named in paragraphs 5-6 above (and any DOE entities later named) are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment handbooks, by standardized policies and procedures, by the company PLAINTIFF performs work for respectively and are therefore jointly responsible as employers for the conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

8. DEFENDANT owns and operates a premium tea beverage company in California.

9. PLAINTIFF was employed by DEFENDANT in California from December of 2025 to June 3, 2026. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

10. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by Heytea USA Management LLC and/or Heytea USA Inc. in California, including any employees staffed with Heytea USA Management LLC and/or Heytea USA Inc. by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”) during the time period of June 24, 2025 until a date as determined by the Court (the "PAGA PERIOD").

11. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), and the applicable Wage Order(s). Based upon the

foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699.

12. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

13. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

## THE CONDUCT

14. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

15. State law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

16. The second component of PLAINTIFF's and the AGGRIEVED EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package.

As a matter of law, the incentive compensation received by PLAINTIFF and the AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

17. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that

the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during their rest period.

19. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate

itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226. As a result, DEFENDANT from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage statements which violated Cal. Lab. Code § 226.

21. Cal. Lab. Code § 204(d) provides, 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 (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

> in [I]n addition to, and entirely independent and apart from, any other penalty provided this article, every person who fails to pay the wages of each employee as provided in Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

22. DEFENDANT from time to time failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to the "Hourly" regular wage payments.

23. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at their base rates of pay.

24. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course

and scope of their employment. Cal. Lab. Code § 2802 expressly 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."

28. In the course of their employment PLAINTIFF and the AGGRIEVED EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

29. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

## JURISDICTION AND VENUE

30. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

31. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs AGGRIEVED EMPLOYEES across California, including in this County, and committed the wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

**FIRST CAUSE OF ACTION**

**For Violation of the Private Attorneys General Act**

**[Cal. Lab. Code §§ 2698]**

**(By PLAINTIFF and Against All Defendants)**

32. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

33. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

34. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to all individuals who are or previously were employed by Heytea USA Management LLC and/or Heytea USA Inc. in California, including any employees staffed with Heytea USA Management LLC and/or Heytea USA Inc. by a third party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of June 24, 2025 until a date as determined by the Court (the "PAGA PERIOD").

35. On June 29, 2026, PLAINTIFF gave written notice by electronic mail to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. *See* **Exhibit #1**, attached hereto and incorporated by this reference

herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

36. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses, and (f) failed to provide wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), and the applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.[1] PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on other AGGRIEVED EMPLOYEES.

**PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the State of California and with respect to other AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004; and,

B) An award of attorneys' fees and cost of suit, as allowable under the

[1]Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

law, including, but not limited to, pursuant to Labor Code §2699.

Dated: October 20, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Nicholas De Blouw
Kyle R. Nordrehaug
Nicholas J. De Blouw

**LAWYER VINCE**
Vincent Xu (State Bar No. 325053)
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*Attorneys for Plaintiff*

# EXHIBIT 1

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**WRITERS EXT: (858)-336-6865**

June 29, 2026
CA3950

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency
Online Filing

Heytea USA Management LLC
Certified Mail #95890710527040521483 73
Yu Shao
1932 E DEERE AVE
SUITE 200
SANTA ANA, CA 92705

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Crystal Vo ("Plaintiff") and all other Aggrieved Employees of Heytea USA Management LLC and/or Heytea USA Inc.. Aggrieved Employees" refers to all individuals who are or previously were employed by Heytea USA Management LLC and/or Heytea USA Inc. in California, including any employees staffed with Heytea USA Management LLC and/or Heytea USA Inc. by a third party, and classified as non-exempt employees during the time period of June 24, 2025 through a date as determined by the Court ("PAGA Period").

Plaintiff was employed by Defendant in California from approximately December of 2025 through June of 2026. Plaintiff was employed as a kitchen prep worker, barista, and cashier. Plaintiff was paid on an hourly basis and classified as a non-exempt employee. Plaintiff's duties included preparing fruits and vegetables for customer orders, preparing beverages, operating the cash register, assisting customers, cleaning work areas, stocking supplies, and performing other food service related tasks.

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During the PAGA Period, Defendant failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses incurred in direct consequence of their job duties in violation of Labor Code section 2802. Defendant required Plaintiff to use her personal telephone for work-related purposes. Work communications occurred through a work application installed on Plaintiff's personal phone. Through this application, Plaintiff received work-related messages, scheduling communications, training assignments, mandatory reviews, and meeting notifications. Defendant did not reimburse Plaintiff for the costs associated with the use of her personal telephone for work-related purposes

Additionally, Defendant sometimes failed to provide Plaintiff and other Aggrieved Employees with compliant meal and rest periods in violation of Labor Code sections 226.7, 512, and 1198. Plaintiff sometimes took meal periods after the fifth hour of work. For example, Plaintiff's meal periods were often delayed until approximately the sixth or seventh hour of her shift because supervisors instructed her to remain working at her assigned station. Plaintiff sometimes notified management that her meal period was approaching the end of the fifth hour, but was instructed to continue working before taking her meal period. Plaintiff also worked shifts in excess of ten hours and sometimes did not receive a second meal period.

Plaintiff's rest periods were also sometimes non-compliant. Plaintiff was typically provided only one rest period during longer shifts and sometimes had her rest periods interrupted by supervisors requesting that she perform work-related tasks. Due to workload demands and staffing issues, Plaintiff was sometimes unable to take all legally required rest periods. Defendant did not provide all premium wages owed for the meal and rest period violations described above.

Further, Plaintiff occasionally performed work while off the clock in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198. Defendant required Plaintiff to complete mandatory reviews, operational testing, recipe reviews, and training assignments outside of her scheduled shifts. Plaintiff would sometimes clock out and later receive instructions through Defendant's work application directing her to complete mandatory reviews and assessments. These assignments could take multiple hours to complete and were required as a condition of employment. Plaintiff was also required to attend mandatory meetings through Defendant's work application while off duty and was sometimes expected to review and respond to work-related communications after clocking out. Plaintiff was not compensated for all of this work time. As a result, Plaintiff and other Aggrieved Employees were sometimes not paid all minimum wages and overtime wages owed for all hours worked.

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Pursuant to Labor Code sections 204 and 210, Defendant failed to timely pay all wages owed to Plaintiff and other Aggrieved Employees. These violations stem from Defendant's failure to pay all wages associated with off-the-clock work, meal period premiums, rest period premiums, minimum wages, and overtime wages described above.

Defendant also failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Plaintiff and other Aggrieved Employees were paid on an hourly basis. As such, their wage statements should accurately reflect all hours worked, all wages earned, and all applicable premium wages. However, because Defendant sometimes failed to record and compensate Plaintiff for all off-the-clock work performed, Defendant's wage statements did not accurately reflect all hours worked and wages earned by Plaintiff and other Aggrieved Employees.

Defendant also sometimes failed to properly calculate the regular rate of pay in violation of Labor Code sections 246 and 510. During the PAGA Period, Defendant paid Plaintiff non-discretionary compensation, including “Closing Shift Bonus” and “Bonus” compensation. For example, Defendant paid Plaintiff a Bonus in the amount of $84.39 and a Meal Break Premium during the pay period associated with the April 17, 2026 wage statement. Defendant also paid Plaintiff overtime wages in the same pay period and throughout the PAGA Period. Defendant sometimes failed to properly include the non-discretionary compensation described above in Plaintiff's regular rate of pay when calculating overtime wages, premium wages, and sick pay where applicable. As a result, Defendant sometimes failed to correctly calculate meal period premiums and rest period premiums because the non-discretionary bonus compensation described above was not included in the regular rate used to calculate those premium payments.

Defendant failed to pay all wages owed at the time of separation, including wages arising from off-the-clock work, meal period premiums, rest period premiums, minimum wages, overtime wages, and other compensation described herein. As a result, Defendant violated Labor Code sections 201 and 202 and failed to pay all waiting time penalties owed under Labor Code section 203.

Defendant’s unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Elizabeth Novel Cefalu*
Elizabeth Novel Cefalu, Esq.

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June 29, 2026
CA3950

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency
Online Filing

Heytea USA Inc.
Certified Mail #95890710527040521483 80
Clint Congdon
ONE CAPITOL MALL
SUITE 660
SACRAMENTO, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Crystal Vo ("Plaintiff") and all other Aggrieved Employees of Heytea USA Management LLC and/or Heytea USA Inc.. Aggrieved Employees" refers to all individuals who are or previously were employed by Heytea USA Management LLC and/or Heytea USA Inc. in California, including any employees staffed with Heytea USA Management LLC and/or Heytea USA Inc. by a third party, and classified as non-exempt employees during the time period of June 24, 2025 through a date as determined by the Court ("PAGA Period").

Plaintiff was employed by Defendant in California from approximately December of 2025 through June of 2026. Plaintiff was employed as a kitchen prep worker, barista, and cashier. Plaintiff was paid on an hourly basis and classified as a non-exempt employee. Plaintiff's duties included preparing fruits and vegetables for customer orders, preparing beverages, operating the cash register, assisting customers, cleaning work areas, stocking supplies, and performing other food service related tasks.

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During the PAGA Period, Defendant failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses incurred in direct consequence of their job duties in violation of Labor Code section 2802. Defendant required Plaintiff to use her personal telephone for work-related purposes. Work communications occurred through a work application installed on Plaintiff's personal phone. Through this application, Plaintiff received work-related messages, scheduling communications, training assignments, mandatory reviews, and meeting notifications. Defendant did not reimburse Plaintiff for the costs associated with the use of her personal telephone for work-related purposes

Additionally, Defendant sometimes failed to provide Plaintiff and other Aggrieved Employees with compliant meal and rest periods in violation of Labor Code sections 226.7, 512, and 1198. Plaintiff sometimes took meal periods after the fifth hour of work. For example, Plaintiff's meal periods were often delayed until approximately the sixth or seventh hour of her shift because supervisors instructed her to remain working at her assigned station. Plaintiff sometimes notified management that her meal period was approaching the end of the fifth hour, but was instructed to continue working before taking her meal period. Plaintiff also worked shifts in excess of ten hours and sometimes did not receive a second meal period.

Plaintiff's rest periods were also sometimes non-compliant. Plaintiff was typically provided only one rest period during longer shifts and sometimes had her rest periods interrupted by supervisors requesting that she perform work-related tasks. Due to workload demands and staffing issues, Plaintiff was sometimes unable to take all legally required rest periods. Defendant did not provide all premium wages owed for the meal and rest period violations described above.

Further, Plaintiff occasionally performed work while off the clock in violation of Labor Code sections 510, 1194, 1197, 1197.1, and 1198. Defendant required Plaintiff to complete mandatory reviews, operational testing, recipe reviews, and training assignments outside of her scheduled shifts. Plaintiff would sometimes clock out and later receive instructions through Defendant's work application directing her to complete mandatory reviews and assessments. These assignments could take multiple hours to complete and were required as a condition of employment. Plaintiff was also required to attend mandatory meetings through Defendant's work application while off duty and was sometimes expected to review and respond to work-related communications after clocking out. Plaintiff was not compensated for all of this work time. As a result, Plaintiff and other Aggrieved Employees were sometimes not paid all minimum wages and overtime wages owed for all hours worked.

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Pursuant to Labor Code sections 204 and 210, Defendant failed to timely pay all wages owed to Plaintiff and other Aggrieved Employees. These violations stem from Defendant's failure to pay all wages associated with off-the-clock work, meal period premiums, rest period premiums, minimum wages, and overtime wages described above.

Defendant also failed to provide accurate itemized wage statements in violation of Labor Code section 226(a). Plaintiff and other Aggrieved Employees were paid on an hourly basis. As such, their wage statements should accurately reflect all hours worked, all wages earned, and all applicable premium wages. However, because Defendant sometimes failed to record and compensate Plaintiff for all off-the-clock work performed, Defendant's wage statements did not accurately reflect all hours worked and wages earned by Plaintiff and other Aggrieved Employees.

Defendant also sometimes failed to properly calculate the regular rate of pay in violation of Labor Code sections 246 and 510. During the PAGA Period, Defendant paid Plaintiff non-discretionary compensation, including “Closing Shift Bonus” and “Bonus” compensation. For example, Defendant paid Plaintiff a Bonus in the amount of $84.39 and a Meal Break Premium during the pay period associated with the April 17, 2026 wage statement. Defendant also paid Plaintiff overtime wages in the same pay period and throughout the PAGA Period. Defendant sometimes failed to properly include the non-discretionary compensation described above in Plaintiff's regular rate of pay when calculating overtime wages, premium wages, and sick pay where applicable. As a result, Defendant sometimes failed to correctly calculate meal period premiums and rest period premiums because the non-discretionary bonus compensation described above was not included in the regular rate used to calculate those premium payments.

Defendant failed to pay all wages owed at the time of separation, including wages arising from off-the-clock work, meal period premiums, rest period premiums, minimum wages, overtime wages, and other compensation described herein. As a result, Defendant violated Labor Code sections 201 and 202 and failed to pay all waiting time penalties owed under Labor Code section 203.

Defendant’s unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ *Elizabeth Novel Cefalu*
Elizabeth Novel Cefalu, Esq.