

# TORUS LLP

May 29, 2024

## **VIA ONLINE SUBMISSION**

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

## **VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)**

MP Manufacturer Corp. dba Lee's Noodles  
c/o Lingying Zhou  
721 Monterey Pass Rd.  
Monterey Park, CA 91754

**Re:        *Arias v. MP Manufacturer Corp. dba Lee's Noodles*  
             **PAGA Notice****

Dear California Labor and Workforce Development Agency and MP Manufacturer Corp. dba Lee's Noodles:

Please be advised that Torus LLP represents the interests of Jose Arias ("Claimant"). The purpose of this correspondence is to inform you that Claimant intends to seek penalties, on behalf of himself and all other aggrieved employees, against his former employer MP Manufacturer Corp. dba Lee's Noodles ("Lee's Noodles") 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, 510, 512, 558, 1171, 1174, 1174.5, 1194, 1197, 1197.1, and 1198.

### **Facts and Theories Supporting the Alleged Violations**

MP Manufacturer Corp. dba Lee's Noodles is a manufacturer of noodle products and sells its food products to California consumers and businesses. Lee's Noodles employed Claimant as a non-exempt hourly employee in California within one (1) year of the submission of this notice. Claimant's job duties included, *inter alia*, cleaning, drying, and otherwise maintaining Lee's Noodles' manufacturing and production machines. Lee's Noodles employed and/or currently employs other aggrieved employees in California. The aggrieved employees consist of all employees employed by Lee's Noodles 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 Lee's Noodles to the present.

During the PAGA Period, Lee's Noodles failed to pay Claimant and other aggrieved employees minimum, regular, and overtime time 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 and/or over 40 hours per workweek. Specifically, Lee's Noodles failed to compensate Claimant and aggrieved employees for off-the-clock work, such as when Claimant and aggrieved employees completed cleaning all of Lee's Noodles' machines, clocked out, and waited for 5-10 minutes until their supervisors were available to inspect and approve the maintenance of the machines. As such, Lee's Noodles failed to pay Claimant and other aggrieved employees minimum, regular, and overtime time wages for all hours worked in violation of Labor Code Sections 204, 206, 210, 510, 558, 1171, 1194, 1197, 1197.1, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Orders.

During the PAGA Period, Lee's Noodles 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. Specifically, Claimant and aggrieved employees had their meal periods missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due to Lee's Noodles' work demands, understaffing, policies, and practices. In addition, Claimant and aggrieved employees regularly missed their meal periods because they were required to complete their job duties before taking a meal period. As such, Lee's Noodles failed to maintain and implement a compliant meal period policy. Lee's Noodles also 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, Lee's Noodles failed to provide Claimant and other aggrieved employees with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours in a workday, 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, 512, and the IWC Wage Orders.

During the PAGA Period, Lee's Noodles failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked or major fraction thereof. Specifically, Lee's Noodles failed to provide compliant rest breaks to Claimant and aggrieved employees due to its work demands, understaffing, policies, and practices as mentioned above. As such, Claimant and aggrieved employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or interrupted. In addition, Claimant's and aggrieved employees' regularly missed their rest breaks because Lee's Noodles failed to implement a compliant rest break policy and instead required employees to complete their job duties before taking a rest break. Lee's Noodles 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, Lee's Noodles violated Labor Code Section 226.7 and the applicable IWC Wage Orders.

As a result of, and in addition to, the aforementioned Labor Code violations, Lee's Noodles 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, Lee's Noodles violated Labor Code Sections 226 and 226.3. Similarly, Lee's Noodles 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, Lee's Noodles violated Labor Code Sections 1174 and 1174.5.

As a result of, and in addition to, the above referenced Labor Code violations, Lee's Noodles 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, and overtime wages and meal and rest period premiums, among other things. Accordingly, Lee's Noodles 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 himself and all other aggrieved employees who were employed by Lee's Noodles 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 Lee's Noodles.

Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'DJH', with a stylized flourish at the end.

Daniel J. Hyun