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September 3, 2024

VIA WEBSITE UPLOAD

State of California
Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Portillo's Hot Dogs, LLC
2001 Spring Road, Suite 400
Oak Brooke, Illinois 60523

Re: *Ramirez v. Portillo's Hot Dogs, LLC.*

Dear Portillo's Hot Dogs, LLC:

This office represents Eduardo Quiroz Ramirez. We are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead, and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code, §§2699, *et seq.*

I. FACTS & NATURE OF THE DISPUTE

This is a Class Action lawsuit Plaintiffs are bringing, seeking relief for Defendant's violations of the California Business & Professions Code §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

This action is on behalf of Plaintiffs and others similarly situated to recover wages from Defendant due to Defendant's systematic failure to pay minimum wages due to time shaving, provide meal/rest breaks (or pay the statutory compensation due), to issue accurate wage statements, to pay wages on termination, to pay a uniform maintenance allowance, to pay for all hours worked, to provide paid sick days, to maintain accurate records and to allow inspection of employment records and unfair competition.

Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for himself and all members of the Class, to compensate these workers for the unpaid wages and to protect current

and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

II. § 2699, ET SEQ., LABOR CODE VIOLATIONS

Our client has numerous legal claims against Portillo's Hot Dogs, LLC. Further investigation and formal discovery will likely uncover other claims and additional facts supporting liability herein.

The details of our client's Labor Code, §2699, claims include, but are not limited to:

A. FAILURE TO PAY MINIMUM WAGES

(Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 5)

Defendant failed to satisfy minimum wage requirements. Defendant improperly punched out Plaintiff and Class members while they were still working and shaved Plaintiff's and Class members hours. Further, as a result of Defendant not affording proper meal breaks/rest breaks to Plaintiff and Class members, Plaintiffs and members of the Class were paid less than minimum wage. This resulted in Defendant's failure to compensate Plaintiff properly for "all hours worked" and consequently underpaid Plaintiffs and Class members for the actual hours Plaintiff and Class members worked in violation of *Labor Code* §§ 1197, 1198 and Wage Order 5.

B. FAILURE TO PROVIDE MEAL PERIODS

(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendant failed to provide proper meal periods to Plaintiff and Class members in violation of Labor Code § 226.7 and IWC Wage Order No. 5. Plaintiff and Class members were routinely not afforded meal periods and/or afforded meal periods late, at the instruction of Defendant. When Plaintiff and Class members were not afforded meal breaks after the fifth or sixth hour of work, Defendant forced them to sign papers, which were likely meal break waivers, and correct the punch times to make it look like they received compliant meal breaks. Further, if the sixth hour of work passed, Defendant forced Plaintiff and Class members to sign time-punch correction authorizations. If Plaintiff and Class members did not sign the above documents, they would be written up and sent home. Further, Defendant changed Plaintiff and Class members' time punches regarding meal breaks to avoid paying meal break penalties/premiums.

By virtue of Defendant's unlawful failure to provide legally compliant meal periods to Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

C. FAILURE TO PROVIDE REST PERIODS
(Cal. Labor Code § 226.7; IWC Wage Order No. 5)

Defendant failed to provide any rest periods to Plaintiff and Class members as required by Labor Code § 226.7 and IWC Wage Order No. 5.

By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiff and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

D. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Labor Code §226; IWC Wage Order No. 5)

Defendant failed to provide Plaintiff and Class members with paystubs and they were unable to access their paystubs. Plaintiff requested that Defendant provide him with access to his paystubs, but Defendant never provided him access.

Defendant intentionally and knowingly provided Plaintiff and other members of the Class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the Class in that the payments owed to Plaintiffs and the members of the Class for minimum wages and meal/rest periods not afforded, pay for all hours worked, sick pay, were not included in gross wages earned by Plaintiffs and members of the Class.

Plaintiffs and members of the Class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to minimum wages, pay for meal/rest periods not provided, pay for all hours worked, sick pay even though they were so entitled and these failures hindered them from determining the amounts of wages owed to them.

E. FAILURE TO PAY WAGES ON TERMINATION AND/OR RESIGNATION
(Cal. Labor Code §§201-203; IWC Wage Order No. 5)

Plaintiff and the Class were discharged and/or resigned from Defendant's employ and Defendant willfully failed to pay Plaintiff and the Class wages due them.

Plaintiff and Class members were not paid for all the wages they were owed when their employment with Defendant ended. Plaintiff and Class members are still owed minimum wages, premium pay for meal/rest breaks not afforded, pay for all hours worked, sick pay and other wages.

F. FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE
(Cal. Labor Code §2802 and Wage Order 5)

Defendant required Plaintiff and Class members to wear uniforms. However, Defendant does not maintain the uniforms. Plaintiff and members of the Class paid for the maintenance and cleaning themselves.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not provided a weekly maintenance allowance. An employer may never impose a financial burden on employees, with respect to maintaining uniforms, which would reduce the employees' wage rate below the minimum wage.

G. FAILURE TO PAY FOR ALL HOURS WORKED
(Cal. Labor Code § 204)

Defendant required Plaintiff and Class members to attend required training via Zoom, hands-on and in-person. Plaintiff and Class members were not paid for any training time.

Plaintiff and Class members suffered damages in an amount, subject to proof, to the extent they were not paid for all hours worked.

H. FAILURE TO PROVIDE PAID SICK DAYS
(Cal. Labor Code § 246, Wage Order 5)

Defendant failed to provide Plaintiff and Class members with paid sick days.

Plaintiff and Class members suffered damages in an amount, subject to proof to the extent they were not provided paid sick days.

I. FAILURE TO MAINTAIN ACCURATE RECORDS
(Cal. Labor Code §1174)

Defendant's management routinely punched out Plaintiff and Class members even though they were still working. Every week, Plaintiff and Class members lost hours due to Defendant's improper practice of time shaving. Thus, Defendant violated Cal. Labor Code §1174. Defendant failed to maintain accurate and complete records as required by Labor Code section 1174(d).

As a result, Defendant is subject to penalties pursuant to Labor Code section 1174.5.

J. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS
(Cal. Labor Code §1198.5)

On or about September 3, 2024, Plaintiff's counsel issued a written request to you for copies of his personnel records. You have failed and refused to permit Plaintiff to have access to copies of his records.

As a result of your failure and refusal to permit Plaintiff to have full access to his records, Plaintiff will seek injunctive relief and recovery of statutory penalties.

K. UNFAIR COMPETITION
(Cal. Bus. & Prof. Code §§17200 et seq.)

Defendant, through the unfair and unlawful business practices as described herein, have obtained valuable property, money and services from the Plaintiff and the Class and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class. All the acts described are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 *et seq.*

Plaintiff and the Class are entitled to, and are, seeking such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

Moreover, Plaintiff, and all other similarly aggrieved California employees, intend to seek all penalties for the violations described above. Plaintiff also intends to recover the actual wages owed to employees under the Labor Code sections that authorize such recovery, including but not limited to Labor Code §558.

III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code, §§2699, *et seq.* By law, an employee alleging a violation of one of the above-referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of §2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within 33 calendar days regarding whether it intends to investigate the alleged violation. (Labor Code, §2699.3(a)(2)(B).) If the LWDA advises that it will not investigate, or if no notice is provided within 33 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code, §2699. (Labor Code, §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code, §2699, should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Sincerely,

LIPELES LAW GROUP, APC

A handwritten signature in blue ink, appearing to read 'K. Lipeles', is positioned above the printed name.

Kevin A. Lipeles, Esq.