



MANAHAN O'DELL LLP

7700 Irvine Center Drive
Suite 180
Irvine, CA 92618

Offices:
Orange County
San Diego County

October 24, 2024

Via Online Submission

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

Shaheen A. Etemadi, Esq.
setemadi@manahanodell.com
Office: (949) 799-8002
Mobile: (949) 295-6279

Via Certified Mail

TASTYWINGS INC
ZESTY OMG INC.
YUMMY OMG, INC.
c/o Waleed Mansour, Registered Agent for Service of Process
Waleed Mansour
2323 W Manchester Blvd., Suite E
Inglewood, CA 90305

Re: ***Monica Coffman v. TastyWings Inc, et al.***

Dear California Labor and Workforce Development Agency, TastyWings Inc, Zesty OMG Inc., Yummy OMG, Inc., and Waleed Mansour:

Please be advised that Manahan O'Dell LLP represents Monica Coffman ("Claimant"). Claimant intends to seek injunctive relief and penalties, on behalf of herself and all other aggrieved employees, against TastyWings Inc, Zesty OMG Inc., Yummy OMG, Inc., and Waleed Mansour¹ ("Employer") pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 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 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 § 2699.3(a)(1).

Specific Provisions of the Labor Code Alleged to Have Been Violated

Claimant alleges Employer has violated Labor Code §§ 201, 202, 203, 204, 206, 210, 221, 223, 224, 226, 226.3, 226.7, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, and 2804.

¹ Mr. Mansour is subject to individual liability for the alleged violations under Labor Code §§ 558 and 1197.1.

Facts and Theories Supporting the Alleged Violations

Employer owns/operates approximately 15 Wingstop restaurants in California. On information and belief, Employer maintains common policies/practices throughout all 15 Wingstop restaurants in California. Employer employed Claimant as a non-exempt employee in California within the past year. Specifically, Employer currently employs Claimant as an assist manager.

Employer employed and/or currently employs other aggrieved employees, including exempt, non-exempt, and/or misclassified employees, in California. The aggrieved employees consist of all employees employed by Employer during the “PAGA Period,” including exempt, non-exempt, and/or misclassified employees, which is defined as commencing from one year prior to the submission of this letter to the LWDA and certified mailing to Employer through the present.

During the PAGA Period, Employer failed to pay Claimant and other aggrieved employees minimum, regular, overtime, and/or double time wages for all hours worked at the legally mandated rates. During the PAGA Period, Claimant and other aggrieved employees regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours per workweek. During the PAGA Period, Employer required Claimant and other aggrieved employees to complete work-related tasks off the clock, such as communicating with Employer in Employer’s WhatsApp group chat and working through meal periods. Accordingly, Employer failed to pay aggrieved employees the proper minimum, regular, overtime, and/or double time wages for all hours worked, sick pay, and vacation pay, in violation of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1194, 1194.2, 1197, and 1198, and the applicable IWC Wage Orders and California Code of Regulations.

During the PAGA Period, Employer failed to authorize and permit and/or make available to Claimant and other aggrieved employees timely off-duty 30-minute meal periods within the appropriate time intervals required by Labor Code § 512 and § 11 of the applicable IWC Wage Order(s). Specifically, Claimant and other aggrieved employees frequently had their meal periods shortened, interrupted, late, and/or missed altogether due to Employer’s policies/practices, including understaffing and prioritizing work demands over taking compliant breaks. Accordingly, Employer failed to authorize and permit and/or make available to aggrieved employees 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 §§ 226.7 and 512, and the applicable IWC Wage Orders.

During the PAGA Period, Employer failed to authorize and permit and/or make available ten-minute rest periods for every four (4) hours or major fraction thereof worked. Employer failed to implement a compliant rest break policy and/or practice, and failed to provide uninterrupted, off-duty 10-minute rest breaks. Claimant and other aggrieved employees regularly missed their rest breaks or had them interrupted or governed by Employer’s practices and policies. Specifically, Employer provided Claimant with only one uninterrupted, off-duty 10-minute rest break per shift

even though she regularly worked 8+ hours during her shifts. Notwithstanding the above rest break violations, Employer 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 suffered a rest period violation. Accordingly, Employer violated Labor Code § 226.7 and the applicable IWC Wage Orders.

During the PAGA Period, as a result of, and in addition to, the foregoing Labor Code violations, Employer secretly paid Claimant and other aggrieved employees less than the statutory or contractual rate. Accordingly, Employer violated Labor Code §§ 221, 223, and 224.

During the PAGA Period, Employer failed to reimburse Claimant and other aggrieved employees for all reasonable and necessary work expenditures incurred for Employer's benefit. For example, Claimant and other aggrieved employees were required to use their personal cell phones for work-related tasks, including communicating with Employer on WhatsApp, without reimbursement. Accordingly, Employer violated Labor Code §§ 2800, 2802, and 2804.

As a result of, and in addition to, the Labor Code violations, Employer 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, Employer violated Labor Code §§ 226 and 226.3. Similarly, Employer failed to maintain accurate and complete records showing the hours worked daily by and the wages paid to Claimant and/or aggrieved employees due to the violations described above. Accordingly, Employer violated Labor Code §§ 1174 and 1174.5.

Every employer violates Labor Code § 1199 if it: (a) requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission; (b) pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission; or (c) violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission. As a result of, and in addition to, the foregoing Labor Code violations, Employer has violated Labor Code § 1199 and the applicable IWC Wage Order.

As a result of, and in addition to, the foregoing Labor Code violations, Employer failed to timely pay all wages owed throughout Claimant and other aggrieved employees' employment. Accordingly, Employer violated Labor Code §§ 201-204, and 210.

Based on these violations, Claimant will seek attorneys' fees, costs, injunctive relief, and penalties under the Labor Code on behalf of herself and all other aggrieved employees who were employed by Employer during the PAGA Period.

Please advise if the Labor and Workforce Development Agency has any objection to Claimant alleging PAGA claims in a lawsuit against Employer. Should you have any questions, comments, or concerns, please do not hesitate to contact the undersigned.

Very truly yours,

MANAHAN O'DELL LLP

Shaheen Anthony Etemadi

Shaheen Anthony Etemadi