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October 24, 2025

Via Online Submission

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

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Via Certified Mail

TASTYWINGS INC
ZESTY OMG INC.
YUMMY OMG, INC.
BESTWINGS USA, INC.
HABITWINGS, INC.
SUPERWINGS, INC.
FUSION JUICES, INC.
FOREVER JUICE, INC.
FRESHSQUEEZE, INC.
TITANIC SUBS, INC.
BAGEL GENIUS INC.
COBBLER BAKERY, INC.
JUICECRAFTERS INC.
NAPATOPIA, 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.***
LWDA Case No. LWDA-CM-1058078-24

Dear California Labor and Workforce Development Agency, TastyWings Inc, Zesty OMG Inc., Yummy OMG, Inc., Bestwings USA, Inc., Habitwings, Inc., Superwings, Inc., Fusion Juices, Inc., Forever Juice, Inc., FreshSqueeze, Inc., Titanic Subs, Inc., Bagel Genuis Inc., Cobbler Bakery, Inc., JuiceCrafters, Inc., Napatopia, Inc., and Waleed Mansour:

Manahan O'Dell LLP represents Monica Coffman ("Claimant"), as provided in Claimant's notice of Labor Code violations dated October 24, 2024. The Labor and Workforce Development Agency ("LWDA") case number assigned to the above referenced action is LWDA Case No. LWDA-CM-1058078-24. 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., Bestwings USA, Inc., Habitwings, Inc., Superwings, Inc., Fusion Juices, Inc., Forever

Juice, Inc., FreshSqueeze, Inc., Titanic Subs, Inc., Bagel Genuis Inc., Cobbler Bakery, Inc., JuiceCrafters, Inc., Napatopia, Inc., and Waleed Mansour¹ (collectively, “Employer”) pursuant to the Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.* (“PAGA”). This correspondence serves as Claimant’s supplemental written notice by online filing with the 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 PAGA.

Specific Provisions of the Labor Code Alleged to Have Been Violated

Claimant alleges Employer has violated Labor Code §§ 201, 202, 203, 204, 206, 210, 218.5, 221, 223, 224, 226, 226.3, 226.7, 246, 248.1, 248.2, 248.5, 351, 354, 510, 511, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2775, 2800, 2802, 2804, and 2810.5.

Facts and Theories Supporting the Alleged Violations

Employer owns/operates approximately 25 Wingstop restaurants in California. On information and belief, Employer maintains common policies/practices throughout all 25 Wingstop restaurants in California. Employer employed Claimant as a non-exempt employee in California within the past year. Specifically, Employer employed Claimant as an assistant manager within the past year.

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 Claimant’s original letter to the LWDA dated October 24, 2024 and certified mailing to Employer through the present.

During the PAGA Period, Employer failed to pay Claimant and other aggrieved employees minimum, regular, overtime, split shift, 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 and a seventh day in a 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, using personal cell phones, performing pre and post-shift tasks, and working through meal and rest periods. Employer also required Claimant and other aggrieved employees to perform work duties before clocking in for their shift and after clocking out from their shift thus resulting in off the clock work which was performed and not paid. Claimant and other aggrieved employees also were required to clock in and out on the cash register wherein it took time to get to the time clock, and they often times had to wait for other employees to finish using resulting in unpaid time. Further, Employer failed to

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

include all forms of remuneration in the calculation of the regular rate of pay when paying overtime, double time, sick pay, and meal and rest break premiums. As a result, Employer underpaid wages to those aggrieved employees who earned other forms of remuneration such as non-discretionary bonuses, incentives, and differentials. Accordingly, Employer failed to pay aggrieved employees the proper minimum, regular, overtime, and/or double time wages for all hours worked, premiums, sick pay, and vacation pay, in violation of Labor Code §§ 204, 206, 210, 227.3, 246, 510, 558, 1182.12, 1185, 1194, 1194.2, 1197, 1198, and 1199, 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 were not allowed to leave the premises and 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, 512, and 516, 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 were not allowed to leave the premises and 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 516 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 provide adequate sick time and COVID-19 supplemental paid sick pay as required by the Labor Code. Accordingly, Employer violated Labor Code §§ 218.5, 245, 256, 248, 248.1, 248.2, and 248.5.

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, use of

personal vehicles, internet, and the cost of work-related supplies, such as work boots or shoes, as well as maintenance of Employer's required uniform, 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 and at separation of employment. Accordingly, Employer violated Labor Code §§ 201-204, 218.5, 210, 2627, and 2627. Additionally, Employer had a practice of not paying aggrieved employees all tips and gratuities earned in violation of Labor Code §§ 351 and 354.

Furthermore, Claimant alleges that throughout her employment, Employer failed to provide herself and other aggrieved employees with suitable seating within the requirements of the IWC Wage Orders when the nature of the employees' work reasonably permitted sitting. As such, Employer has violated Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders for failing to provide suitable seating.

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 LWDA 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

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