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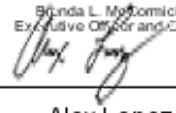
Attorneys for Plaintiff Enrique Ramos

ELECTRONICALLY FILED

Superior Court of California
County of Ventura

01/23/2025

Brinda L. Mottomick
Executive Officer and Clerk

By:  Deputy Clerk

Alex Lopez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

ENRIQUE RAMOS, as an aggrieved
employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and
other non-party Aggrieved
Employees,

Plaintiff,

vs.

NEWCO FOODS, INC., a California
corporation; FRESNO FOODS, LLC,
a California limited liability company;
CALTEX FOODS, INC., a California
corporation; YOSI FOODS LLC, a
California limited liability company;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 2025CUOE037430

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Enrique Ramos, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 23, 2024, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Enrique Ramos is a resident of Camarillo, in Ventura County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately January 2024 to April 2024. Plaintiff worked for Defendants as a Shift Leader.
13 During his employment, Plaintiff typically worked eight (8) hours or more per day and five
14 (5) days per week. At the time his employment ended, Plaintiff was compensated
15 approximately \$17.25 per hour. His job duties included, without limitation, cashiering,
16 cooking, cleaning, completing food safety charts, and addressing customer complaints.

17 7. On information and belief, Defendants required some employees, including
18 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
19 employment. On further information and belief, Defendants’ arbitration agreement was and is
20 both procedurally and substantively unconscionable. Specifically, Defendants presented
21 employees with an Arbitration & Class Actions Agreement (“Arbitration Agreement”) during
22 the onboarding process or during their employment, which had to be reviewed and
23 acknowledged immediately. Specifically, the Arbitration Agreement was one of several
24 documents presented to new employees for signature during the orientation process, including
25 a Spill/Release Response Procedures for Carbon Dioxide (CO2) and Sexual Harassment
26 Policy, among other documents. Also, employees did not have a meaningful opportunity to
27 negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants’
28 employees for them to sign on a take-it or leave-it basis at the time they were hired or during

1 their employment.

2 8. NEWCO FOODS, INC. was and is, upon information and belief, a California
3 corporation, and at all times hereinafter mentioned, an employer whose employees are
4 engaged throughout this county and the State of California.

5 9. FRESNO FOODS, LLC was and is, upon information and belief, a California
6 limited liability company, and at all times hereinafter mentioned, an employer whose
7 employees are engaged throughout this county and the State of California.

8 10. CALTEX FOODS, INC. was and is, upon information and belief, a California
9 corporation, and at all times hereinafter mentioned, an employer whose employees are
10 engaged throughout this county and the State of California.

11 11. YOSI FOODS LLC was and is, upon information and belief, a California
12 limited liability company, and at all times hereinafter mentioned, an employer whose
13 employees are engaged throughout this county and the State of California.

14 12. Plaintiff is unaware of the true names or capacities of the Defendants sued
15 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
16 amend the complaint and serve such fictitiously named Defendants once their names and
17 capacities become known.

18 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
19 were the partners, agents, owners, or managers of NEWCO FOODS, INC.; FRESNO FOODS,
20 LLC; CALTEX FOODS, INC.; and YOSI FOODS, LLC at all relevant times.

21 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the
22 acts and omissions alleged herein was performed by, or is attributable to, NEWCO FOODS,
23 INC.; FRESNO FOODS, LLC; CALTEX FOODS, INC.; YOSI FOODS LLC; and/or DOES 1
24 through 10 (collectively, "Defendants" or "NEWCO"), each acting as the agent, employee,
25 alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants
26 and was acting within the course and scope of such agency, employment, joint venture, or
27 concerted activity with legal authority to act on the others' behalf. The acts of any and all
28 Defendants were in accordance with, and represent, the official policy of Defendants.

1 15. At all relevant times, Defendants, and each of them, ratified each and every act
2 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
3 and abetted the acts and omissions of each and all the other Defendants in proximately causing
4 the damages herein alleged.

5 16. Plaintiff is informed and believes, and thereon alleges, that each of said
6 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
7 omissions, occurrences, and transactions alleged herein.

8 17. Under California law, Defendants are jointly and severally liable as employers
9 for the violations alleged herein because they have each exercised sufficient control over the
10 wages, hours, working conditions, and employment status of Plaintiff and other non-party
11 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
12 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
13 of employment, determined their rate of pay, and maintained their employment records.
14 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
15 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
16 common-law employment relationship. As joint employers of Plaintiff and other non-party
17 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
18 available to Plaintiff and other non-party Aggrieved Employees under the law.

19 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
20 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
21 non-party Aggrieved Employees because Defendants have:

- 22 (a) jointly exercised meaningful control over the work performed by
23 Plaintiff and other non-party Aggrieved Employees;
24 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
25 Aggrieved Employees’ wages, hours, and working conditions, including
26 the quantity, quality standards, speed, scheduling, and operative details
27 of the tasks performed by Plaintiff and other non-party Aggrieved
28 Employees;

- 1 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
2 perform work which is an integral part of Defendants' businesses; and
3 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
4 Employees as a matter of economic reality in that Plaintiff and other
5 non-party Aggrieved Employees were dependent on Defendants, who
6 shared the power to set the wages of Plaintiff and other non-party
7 Aggrieved Employees and determined their working conditions, and
8 who jointly reaped the benefits from the underpayment of their wages
9 and noncompliance with other statutory provisions governing their
10 employment.

11 19. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
12 there has existed a unity of interest and ownership between Defendants such that any
13 individuality and separateness between the entities has ceased.

14 20. NEWCO FOODS, INC.; FRESNO FOODS, LLC.; CALTEX FOODS, INC.;
15 YOSI FOODS LLC; and/or DOES 1 through 10 are therefore alter egos of each other.

16 21. Adherence to the fiction of the separate existence of Defendants would permit
17 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
18 from liability for the wrongful acts committed by them under the name NEWCO FOODS.

19 22. Plaintiff further alleges, upon information and belief, that Defendants NEWCO
20 FOODS, INC.; FRESNO FOODS, LLC; CALTEX FOODS, INC.; and YOSI FOODS LLC
21 are alter egos of each other for the following reasons:

- 22 (a) On the California Secretary of State's website
23 (<https://bizfileonline.sos.ca.gov/>), FRESNO FOODS, LLC; NEWCO
24 FOODS, INC.; CALTEX FOODS, INC.; and YOSI FOODS LLC share
25 the same principal address and mailing address of "4917 GENESTA
26 AVE, ENCINO, CA 91316";
27 (b) According to their most recent "Statement of Information" forms filed
28 with the California Secretary of State, FRESNO FOODS, LLC and

NEWCO FOODS, INC. share the same manager, member, officer, and/or director, Sudesh Sood;

(c) According to their most recent “Statement of Information” forms filed with the California Secretary of State, FRESNO FOODS, LLC and YOSI FOODS LLC share the same manager or member, Behzad Nematzadeh;

(d) On the California Secretary of State’s website, FRESNO FOODS, LLC; NEWCO FOODS, INC.; and YOSI FOODS LLC share the same agent for service of process, Pankaj Bhatia; and

(e) On information and belief, FRESNO FOODS, LLC; NEWCO FOODS, INC.; CALTEX FOODS, INC.; and YOSI FOODS LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

23. Defendants own and operate approximately 28 Jack in the Box franchise restaurant locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Encino, California, for all non-exempt, hourly paid employees working for Defendants in California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

24. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

1 25. Upon information and belief, Defendants maintain a centralized Payroll
2 department at their corporate headquarters in Encino, California, which processes payroll for
3 all non-exempt, hourly paid employees working for Defendants at their various locations in
4 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
5 information and belief, Defendants issue the same formatted wage statements to all non-
6 exempt, hourly paid employees in California, irrespective of their work locations. Upon
7 information and belief, Defendants process payroll for departing employees in the same
8 manner throughout the State of California, regardless of the manner in which each employee's
9 employment ends.

10 26. Defendants continue to employ non-exempt or hourly paid employees in
11 California.

12 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
14 and advisors knowledgeable about California labor and wage law, employment and personnel
15 practices, and about the requirements of California law.

16 28. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
17 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
18 were not recorded.

19 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
21 receive certain wages for overtime compensation and that they were not receiving certain
22 wages for overtime compensation.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive at least minimum wages for compensation and that they were not receiving at least
26 minimum wages for work that was required to be done off-the-clock. In violation of the
27 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
28 least minimum wages for work done off-the-clock.

1 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
4 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
5 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
6 other non-party Aggrieved Employees were not provided with all meal periods or payment of
7 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
8 uninterrupted, thirty (30) minute meal period.

9 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
12 payment of one (1) additional hour of pay at their regular rates of pay when they were not
13 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
14 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
15 provided with payment of one (1) additional hour of pay at their regular rates of pay when
16 they were not authorized and permitted to take a compliant rest period.

17 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive complete and accurate wage statements in accordance with California law. In
20 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
21 were not provided complete and accurate wage statements.

22 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that they had a duty to maintain accurate and complete payroll records in
24 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
25 and intentionally failed to do so.

26 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
28 timely payment of wages during their employment. In violation of the California Labor Code,

1 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
2 including, but not limited to, overtime wages, minimum wages, meal and rest period
3 premiums, and/or reporting time pay, within permissible time periods.

4 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 timely payment of all wages earned upon termination of employment. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
8 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
9 meal and rest period premiums, and/or reporting time pay, within permissible time periods.

10 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 be paid reporting time pay when they reported to work for their usual or scheduled shift but
13 were put to work for less than half of the usual or scheduled shift. In violation of the
14 California Labor Code, Defendants did not pay Plaintiff and other non-party Aggrieved
15 Employees all reporting time pay due.

16 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive reimbursement for all business-related expenses and costs they incurred during the
19 course and scope of their employment and that they did not receive reimbursement of
20 applicable business-related expenses and costs incurred.

21 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate
23 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
24 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
25 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
26 that they were properly denied wages, all in order to increase Defendants' profits.

27 40. At all times herein set forth, PAGA provides that any provision of law under
28 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the LWDA for violations of the California Labor Code and
2 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
3 civil action brought on behalf of themselves and other current or former employees pursuant
4 to procedures outlined in California Labor Code section 2699.3.

5 41. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged each of the violations alleged.”

8 42. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
10 current or former employees and each of the alleged violations were committed against them.

11 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

- 14 (a) The aggrieved employee shall give written notice by online filing
15 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
16 to the employer of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support
18 the alleged violations.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
23 employer and the aggrieved employee by certified mail that it does not
24 intend to investigate the alleged violation within sixty (60) calendar
25 days of the postmark date of the Employee’s Notice. Upon receipt of
26 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
27 five (65) calendar days of the postmark date of the Employee’s Notice,
28 the aggrieved employee may commence a civil action pursuant to

California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

44. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

45. On October 23, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned

1 Plaintiff PAGA Case Number LWDA-CM-1057939-24. A true and correct copy of Plaintiff's
2 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

3 46. As of the filing date of this complaint, over 65 days have passed since Plaintiff
4 sent the written notice described above, and the LWDA has not responded that it intends to
5 investigate Plaintiff's claims, and Defendants have not cured the violations.

6 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
7 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
8 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
9 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

10 48. Labor Code section 558(a) provides "[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid" Labor
17 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
18 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
19 as a private attorney general, seeks assessment and collection of civil penalties under Labor
20 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
21 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
22 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
23 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
24 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order.

26 49. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
28 Employees' rights by violating various sections of the California Labor Code as set forth

1 above.

2 50. As set forth below, Defendants have violated numerous provisions of both the
3 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
4 Order.

5 51. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
6 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the
7 public interest as a private attorney general, seeks assessment and collection of civil penalties
8 and injunctive relief for himself, all other non-party Aggrieved Employees, and the State of
9 California against Defendants for violations of California Labor Code sections 201, 202, 204,
10 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

11 **FIRST CAUSE OF ACTION**

12 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

13 **(Against all Defendants)**

14 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 53. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
17 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
18 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
19 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
20 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
21 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

22 54. Defendants’ conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following:

24 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
25 Wage Order for Defendants’ failure to compensate Plaintiff and other
26 non-party Aggrieved Employees with all required overtime pay, as set
27 forth below;

28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and

1 the applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked, as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set
7 forth below;

8 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to authorize and
10 permit Plaintiff and other non-party Aggrieved Employees to take rest
11 periods, as set forth below;

12 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
13 IWC Wage Order for failure to provide accurate and complete wage
14 statements to Plaintiff and other non-party Aggrieved Employees, as set
15 forth below;

16 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
17 IWC Wage Order for failure to maintain payroll records, as set forth
18 below;

19 (g) Violation of Labor Code sections 204 for failure to pay all earned wages
20 during employment, as set forth below;

21 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
22 earned wages upon termination, as set forth below;

23 (i) Violation of Labor Code section 1198 and the applicable IWC Wage
24 Order for failure to pay reporting time pay when Plaintiff and other non-
25 party Aggrieved Employees were put to work for less than half of their
26 usual or scheduled shifts, as set forth below; and

27 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
28 and other non-party Aggrieved Employees for all business expenses

necessarily incurred, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

55. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

56. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

57. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

58. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

59. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

1 60. During the relevant time period, Defendants willfully failed to pay all overtime
2 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
3 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
4 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
5 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
6 not recorded.

7 61. First, Defendants had, and continue to have, a policy and/or practice of
8 discouraging and impeding Plaintiff and other non-party Aggrieved Employees from
9 recording hours worked that were outside of their scheduled shifts in order to limit the amount
10 of overtime employees could accrue. This policy of limiting overtime, coupled with
11 Defendants' use of labor budgets and assignment of heavy workloads (*see infra*), led Plaintiff
12 and other non-party Aggrieved Employees to work off-the-clock before and after their
13 scheduled shift times, and on their days off. For example, approximately twice per week,
14 when Plaintiff arrived for his shifts, Defendants' management required him to start working
15 immediately, for up to 30 minutes and before he was permitted to clock in, performing
16 opening tasks such as opening the restaurant, turning on the lights, and cleaning and turning
17 on the grill. In addition, approximately twice per week, Defendants' management required
18 Plaintiff to clock out at his scheduled shift end-time and continue performing his job duties,
19 including assisting customers, restocking, and transferring shipments from one restaurant
20 location to another. As a further example, Defendants' managers often called Plaintiff on his
21 personal cellular phone regarding work-related matters, such as restaurant equipment, menu
22 pricing, materials, shipments, and scheduling. Finally, Plaintiff and other non-party
23 Aggrieved Employees were required to don and doff uniform items and food safety
24 equipment, such as a hair net, gloves, and apron. However, Defendants did not allow Plaintiff
25 and other non-party Aggrieved Employees to report the time they spent donning and doffing
26 their uniform items and/or food safety equipment at the beginning and end of their shifts,
27 despite being on work premises and under Defendants' control. This off-the-clock work could
28 have been recorded by Defendants, but they refused to do so to avoid payment of additional

1 wages to Plaintiff and other non-party Aggrieved Employees. Thus, Defendants failed to
2 track all of the time that employees spent performing work-related tasks outside of their
3 scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received no
4 compensation for this time.

5 62. Moreover, because Defendants' timekeeping system was integrated with the
6 company's point-of-sale ("POS") system and limited terminals were available for clocking in
7 and clocking out, Plaintiff and other non-party Aggrieved Employees would sometimes have to
8 wait to clock in for the start of their shifts, because other employees were using the POS system
9 to handle customer transactions and/or clock in or out. For instance, Plaintiff was required to
10 wait up to 10 minutes off-the-clock and under Defendants' control until a POS terminal was
11 available for clocking-in. Thus, Plaintiff and other non-party Aggrieved Employees performed
12 work that was not recorded, time for which they were not paid.

13 63. Second, as stated, Defendants had, and continue to have, a company-wide policy
14 and/or practice of strictly staffing their restaurant locations based on the labor hours allocated by
15 each location's labor or payroll budget set by the corporate office. This practice of labor
16 budgeting and/or limited payroll allocation, combined with the assignment of heavy workloads,
17 has resulted in chronic understaffing and a lack of adequate meal period coverage, because there
18 were too few employees on duty to handle the workload and attend to customers. As a result of
19 this insufficient meal period coverage, Plaintiff and other non-party Aggrieved Employees were
20 not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled
21 to receive a meal period. Defendants also had a practice of failing to schedule meal periods,
22 which further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of
23 their duties for compliant meal periods. For example, Plaintiff worked through two (2) of his
24 meal periods per week because there was an inadequate number of employees to take over his
25 job duties while he took his meal periods; additionally, about once per month, Plaintiff worked
26 through his meal periods because he was required to complete online courses and/or trainings on
27 new menu items and safety procedures. Further, Plaintiff's meal periods were interrupted
28 because he needed to assist customers or travel to other restaurant locations to pick up supplies.

Defendants did not compensate Plaintiff and other non-party Aggrieved Employees for the time they spent working off the clock during unpaid meal periods.

64. Third, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted.

65. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime wages for all of the overtime hours they actually worked.

66. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO PAY MINIMUM WAGES

VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198

67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control

1 of an employer, and includes all the time the employee is suffered or permitted to work,
2 whether or not required to do so.” Cal. Code Regs. tit. 8, § 11050(2)(L) (defining “Hours
3 Worked”).

4 68. As set forth above, as a result of Defendants’ policy of limiting the amount of
5 overtime employees could accrue, Defendants required Plaintiff and other non-party
6 Aggrieved Employees to perform work off-the-clock before and after their scheduled shift start-
7 and end-times and on their days off to complete their tasks, such as opening the restaurant,
8 turning on the lights, cleaning and turning on the grill, attending to customers, responding to
9 phone calls from management about work-related matters, donning and doffing food safety
10 equipment and uniform items, and completing online courses and/or trainings. Moreover, as
11 stated, because Defendants’ timekeeping system was integrated with the company’s POS
12 system, Plaintiff and other non-party Aggrieved Employees sometimes had to wait to clock in
13 for the start of their shifts when other employees were using the POS system to handle customer
14 transactions or were clocking in or out themselves. Because Defendant failed to track this time
15 Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, Plaintiff and
16 other non-party Aggrieved Employees received no compensation for this time.

17 69. Further, as set forth above, due to Defendants’ policies and/or practices of
18 utilizing labor budgets, understaffing, assigning heavy workloads, failing to schedule meal
19 periods, and subsequent lack of meal coverage, Plaintiff and other non-party Aggrieved
20 Employees were impeded from taking all uninterrupted meal periods to which they were entitled
21 and were required to work off-the-clock. In addition, as stated, Defendants’ company-wide
22 timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from
23 entering time worked during meal periods because the system locked out Plaintiff and other
24 non-party Aggrieved Employees for a full 30 minutes. Thus, Defendants failed to pay Plaintiff
25 and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods
26 because these hours were not always correctly recorded.

27 70. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
28 and other non-party Aggrieved Employees. Also, to the extent that these off-the-clock hours

1 did not qualify for overtime premium payment, Defendants did not pay at least minimum
2 wages for those hours worked off-the-clock in violation of California Labor Code sections
3 1182.12, 1194, 1197, and 1198.

4 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
5 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
6 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
7 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

8 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
9 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

10 72. At all relevant times herein set forth, the applicable IWC Wage Order and
11 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
12 non-party Aggrieved Employees' employment by Defendants.

13 73. At all relevant times herein set forth, California Labor Code section 512(a)
14 provides that an employer may not require, cause, or permit an employee to work for a period
15 of more than five (5) hours per day without providing the employee with a meal period of not
16 less than thirty (30) minutes, except that if the total work period per day of the employee is
17 not more than six (6) hours, the meal period may be waived by mutual consent of both the
18 employer and the employee. Under California law, first meal periods must start after no more
19 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

20 74. At all relevant times herein set forth, California Labor Code sections 226.7,
21 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
22 meal period mandated by an applicable order of the IWC.

23 75. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
24 and the applicable IWC Wage Order also require employers to provide a second meal period
25 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
26 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
27 total hours worked is no more than twelve (12) hours, the second meal period may be waived
28 by mutual consent of the employer and the employee only if the first meal period was not

1 waived.

2 76. During the relevant time period, as stated, Defendants had, and continue to
3 have, company-wide policies and/or practices of understaffing locations due to labor budgeting
4 and/or limited payroll allocation, which, combined with the assignment of heavy workloads and
5 failure to schedule meal periods, resulted in a lack of adequate meal period coverage and
6 prevented Plaintiff and other non-party Aggrieved Employees from taking all timely,
7 uninterrupted meal periods to which they were entitled. As a result, Plaintiff and other non-
8 party Aggrieved Employees had to work through all or part of their meal periods, had their meal
9 periods interrupted, and/or had to wait extended periods of time before taking meal periods. For
10 example, as stated, approximately twice per week, Plaintiff missed his meal periods entirely
11 because there was an inadequate number of employees to take over his job duties while he took
12 his meal periods. As a further example, approximately twice per week, Plaintiff had his meal
13 periods interrupted and/or cut short to assist customers and/or complete training, per
14 Defendants' management's request. Finally, approximately once per week, Plaintiff took his
15 meal periods late, after the fifth hour of work, due to heavy customer traffic.

16 77. In addition, as stated, Defendants' company-wide timekeeping system prevented
17 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their
18 meal periods were shortened or interrupted, because the system locked out Plaintiff and other
19 non-party Aggrieved Employees once they clocked out for a meal period, and would not permit
20 them to clock back in from a meal period before 30 minutes had elapsed. Plaintiff and other
21 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
22 entitled to meal periods and were not relieved of all duties.

23 78. At all times mentioned herein, Defendants knew or should have known that as a
24 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
25 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
26 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
27 meal period premiums when meal periods were late, missed, shortened, and/or interrupted.

28 79. Moreover, Defendants engaged in a company-wide practice and/or policy of

1 not paying all meal period premiums owed when compliant meal periods are not provided.
2 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
3 have not received premium pay for all missed, late, and interrupted meal periods.

4 80. Defendants' conduct violates the applicable IWC Wage Order, and California
5 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
6 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
7 558 and/or 2699(a), (f), and (k).

8 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

9 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

10 81. At all relevant times herein set forth, the applicable IWC Wage Order and
11 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
12 non-party Aggrieved Employees' employment by Defendants.

13 82. At all relevant times, the applicable IWC Wage Order provides that "[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as
15 practicable shall be in the middle of each work period" and that the "rest period time shall be
16 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
17 hours or major fraction thereof" unless the total daily work time is less than three and one-half
18 (3 ½) hours.

19 83. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California IWC. To comply with its obligation to authorize and permit rest
22 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
23 employer must "relinquish any control over how employees spend their break time, and
24 relieve their employees of all duties—including the obligation that an employee remain on
25 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
26 *Inc.*, 2 Cal. 5th 257, 273 (2016).

27 84. Pursuant to the applicable IWC Wage Order and California Labor Code section
28 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from

1 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
2 required rest period was not authorized and permitted.

3 85. During the relevant time period, Defendants regularly failed to authorize and
4 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period
5 per each four (4) hour period worked or major fraction thereof. As with meal periods,
6 Defendants' company-wide practices, including labor budgeting, understaffing, and assigning
7 heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being
8 relieved of all duty to take rest periods. Defendants also failed to schedule rest periods, which,
9 coupled with Defendants' failure to provide adequate rest period coverage, further led to
10 Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take
11 rest periods.

12 86. Furthermore, during the relevant time period, on information and belief,
13 Defendants maintained a company-wide on-premises rest period policy, which effectively
14 required that Plaintiff and other non-party Aggrieved Employees remain on Defendants'
15 premises during their rest periods. Because Plaintiff and other non-party Aggrieved Employees
16 were restricted from leaving the premises during rest periods, they were denied the ability to use
17 their rest periods freely for their own purposes, such as running personal errands. Thus,
18 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
19 Employees during rest periods.

20 87. As a result of Defendants' practices and policies, Plaintiff and other non-party
21 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
22 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
23 were entitled. For example, Plaintiff had to miss his rest periods approximately twice per week
24 due to a lack of rest period coverage.

25 88. Defendants have also engaged in a company-wide practice and/or policy of not
26 paying all rest period premiums owed when compliant rest periods are not authorized and
27 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
28 Employees have not received premium pay for all missed rest periods.

89. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

**FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

90. At all relevant times herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

91. During the relevant time period, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

92. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

93. The wage statement deficiencies also include, among other things, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which aggrieved employees were paid; failing to list the name of the employee and only
4 the last four digits of his or her social security number or an employee identification number
5 other than a social security number; failing to list the name and address of the legal entity that
6 is the employer; and/or failing to state all hours worked as a result of not recording or stating
7 hours worked off-the-clock.

8 94. California Labor Code section 1174(d) provides that “[e]very person employing
9 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
10 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
11 plants or establishments at which employees are employed, payroll records showing the hours
12 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
13 applicable piece rate paid to, employees employed at the respective plants or
14 establishments” Labor Code section 1174.5 provides that employers are subject to a
15 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
16 1174(d). At all relevant times, and in violation of Labor Code section 1174(d), Defendants
17 willfully failed to maintain accurate payroll records for Plaintiff and other non-party
18 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
19 result of failing to record the off-the-clock hours that they worked.

20 95. California Labor Code section 1198 provides that the maximum hours of work
21 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
22 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
23 employment of any employees for longer hours than those fixed by the order or under
24 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
25 Wage Order, employers are required to keep accurate time records showing when the
26 employee begins and ends each work period and meal period. During the relevant time
27 period, Defendants engaged in company-wide practices and/or policies of failing to record
28 actual hours worked, and thereby failed, on a company-wide basis, to keep accurate records of

1 work period and meal period start and end times for Plaintiff and other non-party Aggrieved
2 Employees, in violation of section 1198.

3 96. Because Defendants failed to provide the correct net and gross wages earned,
4 applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and
5 other non-party Aggrieved Employees have been prevented from verifying, solely from
6 information on the wage statements themselves, that they were paid correctly and in full.
7 Instead, Plaintiff and other non-party Aggrieved Employees have had to look to sources outside
8 of the wage statements themselves and reconstruct time records to determine whether in fact
9 they were paid correctly and the extent of underpayment, thereby causing them injury.

10 97. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
11 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
12 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

13 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

14 **VIOLATION OF LABOR CODE SECTION 204**

15 98. At all relevant times herein set forth, California Labor Code section 204
16 requires that all wages earned by any person in any employment between the 1st and the 15th
17 days, inclusive, of any calendar month, other than those wages due upon termination of an
18 employee, are due and payable between the 16th and the 26th day of the month during which
19 the labor was performed. Labor Code section 204 further provides that all wages earned by
20 any person in any employment between the 16th and the last day, inclusive, of any calendar
21 month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month.

23 99. At all relevant times herein, California Labor Code section 204 also requires
24 that all wages earned for labor in excess of the normal work period shall be paid no later than
25 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
26 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
27 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
28 more than seven (7) calendar days following the close of the payroll period.

1 100. During the relevant time period, Defendants willfully failed to pay Plaintiff and
2 other non-party Aggrieved Employees all wages due to them including, but not limited to,
3 overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay,
4 within any time period specified by California Labor Code section 204.

5 101. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
6 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

7 **FAILURE TO PAY WAGES UPON TERMINATION**

8 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

9 102. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
10 that if an employer discharges an employee, the wages earned and unpaid at the time of
11 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
12 her employment, his or her wages shall become due and payable not later than seventy-two
13 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
14 his or her intention to quit, in which case the employee is entitled to his or her wages at the
15 time of quitting.

16 103. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
17 Employees who are no longer employed by Defendants all their earned wages, including, but
18 not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or
19 reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their
20 leaving Defendants employ

21 104. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
22 who are no longer employed by Defendants their wages earned and unpaid at the time of
23 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
24 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
25 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
26 2699(a), (f), and (k).

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FAILURE TO PAY REPORTING TIME PAY
VIOLATION OF LABOR CODE SECTION 1198 AND CALIFORNIA CODE OF
REGULATIONS TITLE 8, SECTION 11050 SUBDIVISION 5(A)

105. California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

106. California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

107. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because Defendants failed to pay Plaintiff and other non-party Aggrieved Employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the usual or scheduled day’s work.

108. On information and belief, Defendants had a company-wide practice of sending Plaintiff and other non-party Aggrieved Employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and other non-party Aggrieved Employees for half of their usual or scheduled shift. For example, during his employment, when scheduled to work an eight (8) hour shift,

1 Defendants' managers sent Plaintiff home before he had an opportunity to work at least half of
2 his scheduled shift. On information and belief, when this occurred, Plaintiff was only paid for
3 the time he had worked. Although Plaintiff and other non-party Aggrieved Employees would
4 report to work based on the schedule that Defendants provided to them, Defendants would send
5 them home before they had worked at least half of their scheduled shifts without paying them
6 reporting time pay.

7 109. Accordingly, Plaintiff and other non-party Aggrieved Employees were not
8 properly compensated with reporting time pay in violation of California Labor Code section
9 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Plaintiff and other
10 non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to
11 Labor Code sections 2699(a), (f), and (k).

12 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

13 **VIOLATION OF LABOR CODE SECTION 2802**

14 110. At all times herein set forth, California Labor Code section 2802 provides that
15 an employer must reimburse employees for all necessary expenditures and losses incurred by
16 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
17 to prevent employers from passing off their cost of doing business and operating expenses on
18 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
19 (2014). The applicable wage order, IWC Wage Order No. 5-2001 provides that: "[w]hen tools
20 or equipment are required by the employer or are necessary to the performance of a job, such
21 tools and equipment shall be provided and maintained by the employer, except that an
22 employee whose wages are at least two (2) times the minimum wage provided herein may be
23 required to provide and maintain hand tools and equipment customarily required by the trade
24 or craft."

25 111. First, during the relevant time period, Defendants had a company-wide policy of
26 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
27 vehicles to carry out company business, but, on information and belief, failed to fully reimburse
28 them for all costs of travel, including mileage. For example, on a number of instances, Plaintiff

1 was required to drive to Defendants' Jack in the Box locations as far as 25 miles away to pick
2 up ingredients for his restaurant location. Although Defendants required Plaintiff and other
3 non-party Aggrieved Employees to utilize their own vehicles to carry out their work-related
4 responsibilities, Defendants did not, on information and belief, fully reimburse them for all their
5 travel expenses.

6 112. Second, during the relevant time period, Defendants, on a company-wide basis,
7 required Plaintiff and other non-party Aggrieved Employees to obtain and pay for certain
8 certifications, such as a ServSafe certificate, which was required for their continued
9 employment, as well as associated costs such as training and/or examination fees. For example,
10 Plaintiff complied with this requirement to obtain a ServSafe certificate, but Defendants did not
11 reimburse him for the costs of obtaining the certification. Thus, Defendants failed to reimburse
12 Plaintiff and other non-party Aggrieved Employees for the costs of obtaining these
13 certifications, including training and/or examination fees.

14 113. Defendants could have provided Plaintiff and other non-party Aggrieved
15 Employees with the actual equipment for use on the job, such as company vehicles. Or,
16 Defendants could have reimbursed employees for their travel expenses, mileage, and
17 certifications. Instead, Defendants passed these operating costs onto Plaintiff and other non-
18 party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times
19 the minimum wage.

20 114. Defendants' company-wide policy and/or practice of not reimbursing
21 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
22 and other non-party Aggrieved Employees violates California Labor Code section 2802.
23 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
24 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

25 **REQUEST FOR JURY TRIAL**

26 Plaintiff requests a trial by jury.

27 **PRAYER FOR RELIEF**

28 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and

judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); and 2802 (by failing to reimburse business expenses);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

5. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802;

6. For pre-judgment and post-judgment interest as provided by law; and

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7. For such other and further relief as the Court may deem equitable and appropriate.

Dated: December 30, 2024

Respectfully submitted,
Capstone Law APC

By: Roxanna Tabatabaeepour
Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin

Attorneys for Plaintiff Enrique Ramos

EXHIBIT “1”



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October 23, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Enrique Ramos v. NewCo Foods, Inc., et al.*

Dear PAGA Administrator:

This office represents Enrique Ramos in connection with his claims under the California Labor Code. Mr. Ramos was an employee of NEWCO FOODS, INC.; CALTEX FOODS, INC.; FRESNO FOODS, LLC; and/or YOSI FOODS LLC. For the purpose of this letter, Mr. Ramos collectively refers to these entities as "NEWCO FOODS".

The employers may be contacted directly at the addresses below:

NEWCO FOODS, INC.
4917 GENESTA AVE
ENCINO, CA 91316

FRESNO FOODS, LLC
4917 GENESTA AVE
ENCINO, CA 91316

CALTEX FOODS, INC.
4917 GENESTA AVE
ENCINO, CA 91316

YOSI FOODS LLC
4917 GENESTA AVE
ENCINO, CA 91316

Mr. Ramos intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Ramos seeks relief on behalf of himself, the State of California, and other persons who are or were employed by NEWCO FOODS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

NEWCO FOODS employed Mr. Ramos as an hourly paid, non-exempt Shift Leader from approximately January 2024 to April 2024. During his employment, Mr. Ramos typically worked eight (8) hours or more per day, and five (5) days per week. At the time Mr. Ramos's employment with NEWCO FOODS ended, he earned approximately \$17.25 per hour. His job duties included,

without limitation, cashiering, cooking, cleaning, completing food safety charts, and addressing customer complaints.

NEWCO FOODS committed each of the following Labor Code violations against Mr. Ramos, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

NEWCO FOODS’s Company-Wide and Uniform Payroll and HR Practices

NEWCO FOODS, INC. and CALTEX FOODS, INC. are California corporations and FRESNO FOODS, LLC and YOSI FOODS LLC are California limited liability companies. Together, they own and operate approximately 28 Jack in the Box franchise restaurant locations in California. Upon information and belief, NEWCO FOODS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Encino, California, for all non-exempt, hourly paid employees working for NEWCO FOODS in California, including Mr. Ramos and other aggrieved employees. At all relevant times, NEWCO FOODS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Ramos and other aggrieved employees, regardless of their location or position.

Upon information and belief, NEWCO FOODS maintains a centralized Payroll department at its corporate headquarters in Encino, California, which processes payroll for all non-exempt, hourly paid employees working for NEWCO FOODS in California, including Mr. Ramos and other aggrieved employees. Further, NEWCO FOODS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Ramos and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, NEWCO FOODS utilized the same methods and formulas when calculating wages due to Mr. Ramos and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

¹ These facts, theories, and claims are based on Mr. Ramos’s experience and counsel’s review of those records currently available relating to Mr. Ramos’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Ramos reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

NEWCO FOODS willfully failed to pay all overtime wages owed to Mr. Ramos and other aggrieved employees. During the relevant time period, Mr. Ramos and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, NEWCO FOODS had, and continues to have, a policy and/or practice of discouraging and impeding Mr. Ramos and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with NEWCO FOODS's use of labor budgets and assignment of heavy workloads (*see infra*), led Mr. Ramos and other aggrieved employees to work off-the-clock before and after their scheduled shift times, and on their days off. For example, approximately twice per week, when Mr. Ramos arrived for his shifts, NEWCO FOODS's management required him to start working immediately, for up to 30 minutes and before he was permitted to clock in, performing opening tasks such as opening the restaurant, turning on the lights, and cleaning and turning on the grill. In addition, approximately twice per week, NEWCO FOODS's management required Mr. Ramos to clock out at his scheduled shift end-time and continue performing his job duties, such as assisting customers, restocking, and transferring shipments from one restaurant location to another. As a further example, NEWCO FOODS's managers often called Mr. Ramos on his personal cellular phone regarding work-related matters, such as restaurant equipment, menu pricing, materials, shipments, and scheduling. Finally, Mr. Ramos and other aggrieved employees were required to don and doff uniform items and food safety equipment, such as a hair net, gloves, and apron. However, NEWCO FOODS did not allow Mr. Ramos and other aggrieved employees to report the time they spent donning and doffing their uniform items and/or food safety equipment at the beginning and end of their shifts, despite being on work premises and under NEWCO FOODS's control. This off-the-clock work could have been recorded by NEWCO FOODS, but it refused to do so to avoid payment of additional wages to Mr. Ramos and other aggrieved employees. Thus, NEWCO FOODS failed to track all of the time that employees spent performing work-related tasks outside of their scheduled shifts, and Mr. Ramos and other aggrieved employees received no compensation for this time.

Moreover, because NEWCO FOODS's timekeeping system was integrated with the company's point-of-sale ("POS") system and limited monitors were available for clocking in and out, Mr. Ramos and other aggrieved employees would sometimes have to wait to clock in for the start of their shifts, because other employees were using the POS system to handle customer transactions and/or clocking in or out. For instance, Mr. Ramos was required to wait up to 10 minutes off-the-clock and under NEWCO FOODS's control until a POS monitor was available for clocking-in. Thus, Mr. Ramos and other aggrieved employees performed work that was not recorded, time for which they were not paid.

Second, as stated, NEWCO FOODS had, and continues to have, a company-wide policy and/or practice of strictly staffing its restaurant locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. This practice of labor budgeting and/or limited payroll allocation, combined with the assignment of heavy workloads, has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. As a result of this insufficient meal period coverage, Mr. Ramos and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. NEWCO FOODS also had a practice of failing to schedule meal periods, which further caused Mr. Ramos and other aggrieved employees to not be relieved of their duties for compliant meal periods. For

example, Mr. Ramos worked through two (2) of his meal periods per week because there was an inadequate number of employees to take over his job duties while he took his meal periods; additionally, about once per month, Mr. Ramos worked through his meal periods because he was required to complete online courses and/or trainings on new menu items and safety procedures. Further, Mr. Ramos's meal periods were interrupted because he needed to assist the customers or travel to other restaurant locations to pick up supplies. NEWCO FOODS did not compensate Mr. Ramos and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, NEWCO FOODS's company-wide timekeeping system prevented Mr. Ramos and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ramos and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, NEWCO FOODS's timekeeping system prevented Mr. Ramos and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

NEWCO FOODS knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Ramos and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Ramos and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Ramos and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

NEWCO FOODS's failure to pay Mr. Ramos and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

As set forth above, as a result of NEWCO FOODS's policy of limiting the amount of overtime employees could accrue, NEWCO FOODS required Mr. Ramos and other aggrieved employees to perform work off-the-clock before and after their scheduled shift start- and end-times and on their days off to complete their tasks, such as opening the restaurant, turning on the lights, cleaning and turning on the grill, attending to customers, responding to phone calls from management about work-related matters, donning and doffing food safety equipment and uniform items, and completing online courses and/or trainings. Moreover, as stated, because NEWCO FOODS's timekeeping

system was integrated with the company's POS system, Mr. Ramos and other aggrieved employees sometimes had to wait to clock in for the start of their shifts when other employees were using the POS system to handle customer transactions or were clocking in or out themselves. Because NEWCO FOODS failed to track this time Mr. Ramos and other aggrieved employees spent working off-the-clock, Mr. Ramos and other aggrieved employees received no compensation for this time.

Further, as set forth above, due to NEWCO FOODS's policies and/or practices of utilizing labor budgets, understaffing, assigning heavy workloads, failing to schedule meal periods, and subsequent lack of meal coverage, Mr. Ramos and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. In addition, as stated, NEWCO FOODS's company-wide timekeeping system prevented Mr. Ramos and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Ramos and other aggrieved employees for a full 30 minutes. Thus, NEWCO FOODS failed to pay Mr. Ramos and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

NEWCO FOODS did not pay at least minimum wages for all hours worked by Mr. Ramos and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, NEWCO FOODS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, NEWCO FOODS regularly failed to pay at least minimum wages to Mr. Ramos and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as set forth above, NEWCO FOODS had, and continues to have, company-wide policies and/or practices of understaffing locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of adequate meal period coverage and prevented Mr. Ramos and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, Mr. Ramos and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, approximately twice per week, Mr. Ramos missed his meal periods entirely because there was an inadequate number of employees to take over his job duties while he took his meal periods. As a further example, approximately twice per week, Mr. Ramos had his meal periods interrupted and/or cut short to assist customers and/or complete training, per NEWCO FOODS's management's request. Finally, approximately once per week, Mr. Ramos took his meal periods late, after the fifth hour of work, due to heavy customer traffic.

In addition, as stated, NEWCO FOODS's company-wide timekeeping system prevented Mr. Ramos and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Ramos and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Mr. Ramos and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, NEWCO FOODS knew or should have known that as a result of its policies, Mr. Ramos and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. NEWCO FOODS further knew or should have known that it did not pay Mr. Ramos and other aggrieved employees meal period premiums when meal periods were late, missed, shortened, and/or interrupted.

In addition, NEWCO FOODS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Ramos and other aggrieved employees have not received premium pay for all missed, interrupted, or late meal periods.

Accordingly, NEWCO FOODS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which

insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, NEWCO FOODS regularly failed to authorize and permit Mr. Ramos and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, NEWCO FOODS’s company-wide practices, including labor budgeting, understaffing, and assigning heavy workloads, prevented Mr. Ramos and other aggrieved employees from being relieved of all duty to take rest periods. NEWCO FOODS also failed to schedule rest periods, which, coupled with NEWCO FOODS’s failure to provide adequate rest period coverage, further led to Mr. Ramos and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, on information and belief, NEWCO FOODS maintained a company-wide on-premises rest period policy, which effectively required that Mr. Ramos and other aggrieved employees remain on NEWCO FOODS’s premises during their rest periods. Because Mr. Ramos and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, NEWCO FOODS effectively maintained control over Mr. Ramos and other aggrieved employees during rest periods.

As a result of NEWCO FOODS’s practices and policies, Mr. Ramos and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Ramos had to miss his rest periods approximately twice per week due to a lack of rest period coverage.

NEWCO FOODS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Ramos and other aggrieved employees have not received all premium pay for missed rest periods.

Accordingly, NEWCO FOODS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, NEWCO FOODS has knowingly and intentionally provided Mr. Ramos and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, NEWCO FOODS issued uniform wage statements to Mr. Ramos and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, NEWCO FOODS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because NEWCO FOODS did not record the time Mr. Ramos and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), NEWCO FOODS did not list the correct amount of gross wages and net wages earned by Mr. Ramos and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, NEWCO FOODS failed to accurately list the total number of hours worked by Mr. Ramos and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), NEWCO FOODS willfully failed to maintain accurate payroll records for Mr. Ramos and

other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, NEWCO FOODS engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Ramos and other aggrieved employees in violation of section 1198.

Because NEWCO FOODS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Ramos and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Ramos and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are 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.

During the relevant time period, NEWCO FOODS failed to pay Mr. Ramos and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within any time period specified by California Labor Code section 204.

Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, NEWCO FOODS has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Ramos was terminated on April 2, 2024; however, he did not receive his entire final pay until April 5, 2024. Thus, NEWCO FOODS failed to pay Mr. Ramos and other aggrieved employees their final wages immediately, in violation of California Labor Code section 201.

In addition, NEWCO FOODS willfully failed to pay Mr. Ramos and other aggrieved employees who are no longer employed by NEWCO FOODS all their earned wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving NEWCO FOODS's employ.

Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

California Code of Regulations, Title 8, section 11050(5)(A) provides that “[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.” The “primary purpose of the reporting time regulation” is “to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, NEWCO FOODS violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A), because NEWCO FOODS failed to pay

Mr. Ramos and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regularly scheduled day's work.

On information and belief, NEWCO FOODS had a company-wide practice of sending Mr. Ramos and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Ramos and other aggrieved employees for half of their usual or scheduled shift. For example, during his employment, when scheduled to work an eight (8) hour shift, NEWCO FOODS's managers sent Mr. Ramos home before he had an opportunity to work at least half of his scheduled shift. On information and belief, when this occurred, Mr. Ramos was only paid for the time he had worked. Although Mr. Ramos and other aggrieved employees would report to work based on the schedule that NEWCO FOODS provided to them, NEWCO FOODS would send them home before they had worked at least half of their scheduled shifts without paying them reporting time pay.

Accordingly, Mr. Ramos and other aggrieved employees were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(5)(A). Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code section 1198, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, NEWCO FOODS had a company-wide policy of requiring Mr. Ramos and other aggrieved employees to utilize their own personal vehicles to carry out company business, but, on information and belief, failed to fully reimburse them for all costs of travel, including mileage. For example, on a number of instances, Mr. Ramos was required to drive to NEWCO FOODS's Jack in the Box locations as far as 25 miles away to pick up ingredients for his restaurant location. Although NEWCO FOODS required Mr. Ramos and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, NEWCO FOODS did not, on information and belief, fully reimburse them for all their travel expenses.

Second, during the relevant time period, NEWCO FOODS, on a company-wide basis, required Mr. Ramos and other aggrieved employees to obtain and pay for certain certifications, such as a ServSafe certificate, which was required for their continued employment, as well as associated costs such as training and/or examination fees. For example, Mr. Ramos complied with this requirement to obtain a ServSafe certificate, but NEWCO FOODS did not reimburse him for the costs of obtaining the certification. Thus, NEWCO FOODS failed to reimburse Mr. Ramos and other aggrieved employees for the costs of obtaining these certifications, including training and/or examination fees.

NEWCO FOODS could have provided Mr. Ramos and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles. Or, NEWCO FOODS could have reimbursed employees for their travel expenses, mileage, and certifications. Instead, NEWCO FOODS passed these operating costs onto Mr. Ramos and other aggrieved employees. At all relevant times, Mr. Ramos did not earn at least two (2) times the minimum wage.

Thus, NEWCO FOODS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Ramos and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring NEWCO FOODS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” NEWCO FOODS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Ramos’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Ramos seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Ramos acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against NEWCO FOODS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Ramos seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Ninel", is positioned above the printed name.

Ninel Kocharyan

Copy: NEWCO FOODS, INC. (via U.S. Certified Mail); CALTEX FOODS, INC. (via U.S. Certified Mail); FRESNO FOODS, LLC (via U.S. Certified Mail); YOSI FOODS LLC (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
Los Angeles, CA 90067

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4917 Genesta Avenue
Encino, CA 91316

INTERNATIONAL MAIL SERVICE
U.S. MAIL PERMIT NO. 3900 ALBUQUERQUE, NM 87103

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☐ Complete items 1, 2, and 3. ☐ Print your name and address on the reverse		A. Signature ☒ Agent ☐ Addressee	
2. Article Number (Transfer from service label) 9590 9402 7420 2055 5431 71		3. Received by (Printed Name) C. Date of Delivery	
NEWCO FOODS, INC. 4917 Genesta Avenue Encino, CA 91316		3. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
 9590 9402 7420 2055 5431 71		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Registered Mail Signature Confirmation ☐ Registered Mail Signature Confirmation Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
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CAPSTONE LAW, APC
1875 Century Park East
Suite #1000
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4917 Genesta Avenue
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1875 Century Park East
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Los Angeles, CA 90067

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□ Addressee

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3. Service Type
- ☐ Priority Mail Express®
 - ☐ Adult Signature
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Registered Mail Signature Confirmation™
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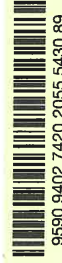
YOSI FOODS LLC
4917 Genesta Avenue
Encino, CA 91316

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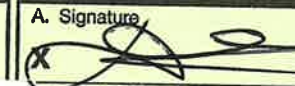
- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below. ☐ No

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		B. Received by (Printed Name) Paul Lopez	C. Date of Delivery 10-25
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Barcode  9590 9402 7420 2055 5430 96		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
2. Article Number (Transfer from service label) 7021 1970 0001 9028 3084		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
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		B. Received by (Printed Name) Paul Lopez	C. Date of Delivery 10-25-24
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1. Barcode  9590 9402 7420 2055 5431 02		3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Mail Restricted Delivery	
2. Article Number (Transfer from service label) 7021 1970 0001 9028 3077		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
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NEWCO FOODS, INC.
4917 Genesta Avenue
Encino, CA 91316



9590 9402 7420 2055 5431 71

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A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Donald T. Taylor

C. Date of Delivery

10-25

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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YOSI FOODS LLC
4917 Genesta Avenue
Encino, CA 91316



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2. Article Number (Transfer from service label)

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☐ Agent☐ Addressee

B. Received by (Printed Name)

Donald T. Taylor

C. Date of Delivery

10-25

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

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