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September 22, 2026
CA3995

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency EL POLLO LOCO, INC.
Online Filing Certified Mail #9589071052704676787002
CT CORPORATION SYSTEM
AMANDA GARCIA
330 N BRAND BLVD.
SUITE 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Alexis Vazquez (“Plaintiff”) and all other Aggrieved Employees of El Pollo Loco, Inc.. “Aggrieved Employees” refers to all individuals who are or previously were employed by El Pollo Loco, Inc. in California, including any employees staffed with El Pollo Loco, Inc. by a third party, and classified as non-exempt employees during the time period of September 22, 2025 through a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from approximately August 2023 through July 2026. Plaintiff was employed as a Service Assistant and later as a Shift Leader. Plaintiff was paid on an hourly basis and was entitled to legally compliant meal and rest periods and payment of minimum and overtime wages for all compensable time worked.

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Plaintiff's job duties included, but were not limited to, providing customer service, cashiering and working the front register, handling funds, cooking and preparing food and side dishes, packing salsa, cleaning the restaurant, helping other employees when the restaurant was busy, managing team members as a Shift Leader, contacting security when necessary, contacting other El Pollo Loco locations regarding products, and sometimes traveling to other El Pollo Loco locations to obtain food and other products needed by his store.

During the PAGA Period, Defendant sometimes failed to provide Plaintiff and other Aggrieved Employees with legally compliant meal and rest periods in violation of California Labor Code Sections 226.7, 512 and 1198 and the applicable Industrial Welfare Commission Wage Order. Plaintiff was sometimes unable to take his meal period by the end of the fifth hour of work because managers generally controlled when Plaintiff and other employees were permitted to take their meal and rest breaks. Managers would sometimes forget to relieve Plaintiff for his meal period, and when the restaurant was busy, Plaintiff sometimes continued working rather than stop working without managerial approval. As a result, some of Plaintiff's meal periods were late.

Additionally, after Plaintiff received a violation for clocking out for his meal after the fifth hour of work, Plaintiff sometimes clocked out for his meal period before the fifth hour but nevertheless continued performing work while clocked out because the restaurant was busy. Accordingly, Plaintiff sometimes did not actually receive a timely, uninterrupted and duty-free meal period.

Plaintiff was also sometimes unable to take legally compliant rest periods. Managers generally determined when Plaintiff could take his rest periods, and Plaintiff's rest periods were sometimes late because he had to wait to be relieved from his work duties. Managers also sometimes forgot to provide Plaintiff with a rest period altogether. On those occasions, Plaintiff continued performing his regular job duties because the restaurant was busy and he had not been relieved from work. Defendant failed to provide Plaintiff with all premium payments owed for the non-compliant meal and rest periods described above.

Plaintiff was not reimbursed for necessary business-related expenses he incurred in performing his duties for Defendant in violation of California Labor Code Section 2802. Plaintiff used his personal cell phone for work-related purposes, including contacting security and other El Pollo Loco locations regarding products, and sometimes used his personal vehicle to travel to other El Pollo Loco locations to pick up products for his store, including lettuce, chicken and other food items. Defendant did not reimburse Plaintiff for the reasonable expenses associated with his work-related personal

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cell phone use or for the mileage, gasoline and other expenses incurred through his use of his personal vehicle for Defendant's business.

Defendant also failed to record and compensate Plaintiff and other Aggrieved Employees for all compensable time worked, resulting in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1 and 1198 and the applicable Industrial Welfare Commission Wage Order. Specifically, Plaintiff sometimes performed work while clocked out for his meal period. As described above, after Plaintiff received a violation for clocking out late for a meal, Plaintiff sometimes clocked out before the fifth hour but continued working because the restaurant remained busy. Plaintiff also sometimes performed compensable work after clocking out at the end of his shift, including returning to pack salsa or assist at the front register and cashier area when the restaurant was extremely busy. Defendant did not record or compensate Plaintiff for this off-the-clock work. This off-the-clock work resulted in unpaid minimum and overtime wages.

Pursuant to California Labor Code Sections 204 and 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages when due. These violations stem from Defendant's failure to timely compensate Plaintiff and other Aggrieved Employees for all compensable off-the-clock work and its failure to provide all meal and rest period premium wages when due.

Further, Defendant also failed to provide Plaintiff and other Aggrieved Employees with accurate itemized wage statements in violation of California Labor Code Section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis, and their wage statements were required to accurately reflect all hours worked and wages earned during each pay period. As described above, Plaintiff sometimes worked after clocking out for meal periods and after clocking out at the end of his shifts. Because Defendant failed to record this compensable work, Plaintiff's wage statements failed to accurately identify all compensable hours worked and wages earned.

As described herein, Defendant failed to pay all wages and premium payments owed to Plaintiff during his employment, including compensation for off-the-clock work and all meal and rest period premium wages owed. Defendant therefore failed to timely pay all wages earned and due to Plaintiff upon separation of employment in violation of California Labor Code Sections 201, 202 and 203. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other departing Aggrieved Employees that stemmed from the non-payment of wages and premiums described above.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the

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PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198 and 2802 as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Elizabeth Novel Cefalu

Elizabeth Novel Cefalu, Esq.