

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE § 2699.3 (PAGA)

TO: State of California Labor and Workforce Development Agency (LWDA)

AND TO: RAMA FOOD MANUFACTURE CORP., and its Counsel of Record, Buchalter, A Professional Corporation; and ULTRA PERSONNEL, LLC, as Joint Employer.

CLAIMANT / AGGRIEVED EMPLOYEE: Joyce Hsu

EMAIL CONTACT: [REDACTED]

[CIVIL LIABILITIES SOUGHT: Civil penalties on behalf of Claimant and all current and former aggrieved non-exempt employees pursuant to the Private Attorneys General Act (Labor Code § 2699 et seq.).

FACTUAL BACKGROUND & THEORIES OF LIABILITY

Claimant was employed by Employer as an hourly, non-exempt employee from January 22, 2024 through September 25, 2025. During the statutory liability period, Employer maintained widespread, systemic labor practices that violated the California Labor Code with respect to Claimant and all other similarly situated non-exempt employees (including warehouse staff, drivers, and clerical employees).

1. Labor Code § 226(a)(1), (a)(5), & § 226(e) - Inaccurate Itemized Wage Statements

Employer knowingly and intentionally failed to furnish Claimant and other aggrieved employees with accurate, itemized wage statements showing gross wages earned and net wages earned. Specifically, gross earnings reflected on employee paystubs substantially exceeded the underreported quarterly gross earnings submitted by Employer to the California Employment Development Department (EDD). Employer systematically underreported quarterly wages to the state, unlawfully depressing employee unemployment insurance and state disability calculations, and violating Labor Code § 226(a).

2. Labor Code § 2802 - Unreimbursed Necessary Business Expenses

Employer required Claimant and other hourly, non-exempt employees to utilize their personal cellular devices for mandatory work-related purposes, including mandatory multi-factor authentication (2FA) and business communications, without providing a reasonable monthly reimbursement or expense stipend. Under California law and *Cochran v. Schwan's Home Service, Inc.* (2014), an employer must reimburse employees for the mandatory work use of personal cell phones regardless of whether the employee incurred additional out-of-pocket plan costs.

Employer further violated Labor Code § 2802 by requiring or permitting Claimant and other employees to insure necessary out-of-pocket expenditures for workplace health, safety, and sanitation supplies specifically including personal protective face coverings/masks and disinfectant cleaning supplies for office computer workstations without providing reimbursement, unlawfully shifting basic corporate operational, sanitation, and safety costs onto the personal finances of employees.

3. Labor Code §§ 432.5, 2804, 512(a), & 226.7 - Coerced Unlawful Meal Waivers

Employer maintained an unlawful corporate policy requiring 8 hour non-exempt employees to execute a "Voluntary Meal Period Waiver and Agreement" while explicitly mandating signature as a condition of employment. Under California Labor Code § 512(a), meal periods may only be waived for shifts of six (6) hours or less. Blanket meal waivers for standard 8 hour shifts are void as a matter of law. Under Labor Code § 432.5, it is unlawful to require an employee to agree in writing to any term known to be prohibited by law, and under Labor Code § 2804, all contracts waiving statutory protections are null and void. Employer utilized this unlawful waiver policy to discourage, delay, and avoid paying statutory 1 hour meal period premiums owed under Labor Code § 226.7.

Employer further violated Labor Code § 226.7 and applicable IWC Wage Orders by failing to authorize and permit net 10 minute rest periods free from employer control, including requiring employees to clock out for rest breaks and subjecting employees to physical access restrictions and door delays upon return, and failing to pay statutory 1 hour premium wages owed therefor.

4. Labor Code §§ 1174(d), 1198.5, 226(c), and § 432 - Failure to Maintain Time Records & Provide Employment Files

Employer failed to maintain accurate payroll and time records showing all hours worked daily by employees in direct violation of Labor Code § 1174(d), including, but not limited to:

- improperly tracking and requiring non-exempt employees to clock in and out during statutory rest periods
- subjecting employees to unrecorded time waiting in line to scan at biometric time clocks
- delays waiting for facility access doors to be unlocked at the locked front door or back door upon returning to workstations
- failing to record all time employees were subject to employer control

Employer further failed to maintain and and timely provide complete personnel records within the mandatory 30 calendar day statutory deadline, and failed to provide complete itemized payroll records within the 21 calendar day statutory deadline, following written requests submitted by Claimant, violating Labor Code §§ 1198.5 and 226(c).

Employer further violated Labor Code § 432 by failing to provide Claimant with complete copies of all employment related instruments and documents signed by Claimant upon request.

5. Labor Code § 98.6 - Retaliation for Exercising Statutory Labor Rights

Employer subjected Claimant to unlawful retaliation, punitive disciplinary scrutiny, an unmanageable seasonal order entry bottleneck without clerical support or overtime, a pretextual 90 day Performance Improvement Plan (PIP) aborted after a mere thirteen (13) days, and retaliatory termination on September 25, 2025, after Claimant: (a) provided advance notice of scheduled statutory accrued vacation, (b) submitted written and verbal requests for necessary efficiency tools, (c) inquired into delayed 401(k) retirement benefits, and (d) refused to execute the bad-faith PIP.

Employer further engaged in bad-faith post-termination retaliation and personnel record manipulation by: (i) altering the "Final Paycheck Acknowledgement" inside Claimant's personnel file with an illegally backdated signature that was completely unsigned on the original document received on the September 25, 2025 termination date, and

(ii) fabricating an "Notice to Employee as to Change in Relationship" (Form UI 1089) that was never furnished to Claimant upon discharge, and inserting it into the personnel records with a fraudulent notation alleging Claimant "refused to sign" (pretextually conflating it with Claimant's lawful refusal to execute the sham PIP).

6. Labor Code § 2699(f) - Civil Penalties

For all Labor Code sections violated herein that do not specify an explicit statutory penalty, Claimant seeks the default PAGA civil penalties under Labor Code § 2699(f) (\$100 per employee per pay period for initial violations, and \$200 per employee per pay period for subsequent violations), plus reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g).