BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **novel@bamlawca.com**
WRITERS EXT: (858)-336-6865

October 29, 2026
CA4045

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

LSG Sky Chefs Supply Chain Solutions, LLC
Certified Mail #95890710527046279732 63
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(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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 Joshua Luke ("Plaintiff") and all other Aggrieved Employees of Sky Chefs, LLC and/or LSG Sky Chefs Supply Chain Solutions, LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Sky Chefs, LLC and/or LSG Sky Chefs Supply Chain Solutions, LLC in California, including any employees staffed with Sky Chefs, LLC and/or LSG Sky Chefs Supply Chain Solutions, LLC by a third party, and classified as non-exempt employees during the time period of October 29, 2025 through a date as determined by the Court ("PAGA Period").

Plaintiff was employed by Defendant from April of 2026 through September of 2026. Plaintiff worked as a Food Runner at John Wayne Airport, located at 2990 Airway

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Avenue, Suite B, Costa Mesa, California 92626. Plaintiff was classified as a non-exempt employee and was paid on an hourly basis. Plaintiff's job duties included preparing and packing meals, snacks, and plates for airline food service, retrieving food items from coolers, coordinating with cooks and supervisors, and preparing food orders for pickup by drivers. Plaintiff was responsible for ensuring food orders were prepared for driver pickups.

During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to various California Labor Code violations. Defendant sometimes failed to provide Plaintiff with compliant meal periods and rest breaks in violation of California Labor Code Sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Due to the demands of his job duties, including preparing food orders for driver pickups, packing meals and snacks, retrieving food from coolers, and coordinating with other employees, Plaintiff was sometimes unable to begin his meal period before the end of his fifth hour of work. For example, when Plaintiff began working at approximately 1:00 p.m., his meal period was sometimes delayed until after 6:00 p.m. Plaintiff's supervisors generally directed when employees could take their meal periods, and work-related demands sometimes prevented Plaintiff from taking a timely meal break.

Similarly, Plaintiff was sometimes unable to take all of his legally required rest breaks. Plaintiff sometimes missed his rest break during his shifts because he was busy assisting coworkers and completing his assigned food service duties. Defendant failed to provide Plaintiff with all the premium payments owed for the non-compliant meal and rest periods described above. Defendant did not provide all premium payments owed for the meal and rest period violations Plaintiff experienced, including missed rest periods.

Further, Plaintiff sometimes performed compensable work while off the clock, resulting in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, and 1198. Defendant utilized a badge-swipe timekeeping system to record employees' hours worked. However, the timekeeping system sometimes malfunctioned and failed to record Plaintiff's clock-in time. On some occasions, Plaintiff began performing his assigned job duties believing he had successfully clocked in, only to discover later in his shift, sometimes around his meal period, that his time had not been properly recorded. Plaintiff would notify a supervisor and request that his time be corrected, but the missing time was not always properly added to his time records. As a result, Plaintiff sometimes performed work for which he was not compensated.

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Additionally, Plaintiff was required to put on his work-related lab coat in the workplace locker room before clocking in and beginning his shift. To the extent Defendant required Plaintiff to perform compensable preparation and changing activities before clocking in, this time was not recorded or paid. Defendant's failure to accurately record and compensate Plaintiff for all time worked, including the time omitted due to the malfunctioning timekeeping system and compensable pre-shift activities, resulted in unpaid minimum and overtime wages.

Defendant also paid Plaintiff non-discretionary incentive compensation wages during the PAGA Period, including retention incentive payments identified on his wage statements as "RETENTION 30DAY," "RETENTION 60DAY," and "RETENTION 90DAY." These payments were tied to Plaintiff's continued employment for predetermined periods and constituted non-discretionary incentive compensation wages that should have been included in the regular rate of pay when calculating overtime wages. Plaintiff received retention incentive payments during pay periods in which he also earned overtime wages. However, Defendant sometimes failed to properly incorporate these non-discretionary incentive compensation wages into Plaintiff's regular rate of pay during those pay periods, resulting in underpaid overtime compensation in violation of California Labor Code Sections 510 and 1194. Defendant also failed to properly calculate paid sick leave wages at the applicable regular rate of pay, where such wages were owed, in violation of California Labor Code Section 246.

Additionally, Plaintiff alleges that Defendant failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 226(a). Plaintiff and other Aggrieved Employees were paid on an hourly basis. Accordingly, their wage statements should accurately reflect the total hours worked, applicable hourly rates, and wages earned during each pay period. As described above, Defendant sometimes failed to accurately record Plaintiff's compensable work time because its badge-swipe timekeeping system malfunctioned and certain missing clock-in times were not properly corrected. Defendant also failed to record and compensate Plaintiff for certain compensable pre-shift activities. As a result, Plaintiff's wage statements sometimes failed to accurately identify the total hours worked and the correct wages earned. Defendant also sometimes failed to accurately reflect overtime wages owed as a result of its failure to incorporate non-discretionary incentive compensation into Plaintiff's regular rate of pay. These practices resulted in inaccurate wage statements in violation of California Labor Code Sections 226(a) and 226(a)(2).

Further, pursuant to California Labor Code Sections 204 and 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages owed during their employment. These violations resulted from Defendant's failure to compensate employees

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for all time worked, including off-the-clock work resulting from timekeeping errors and compensable pre-shift activities, its failure to properly calculate overtime compensation by including non-discretionary incentive compensation wages in the regular rate, and its failure to provide all meal and rest period premium payments owed.

Defendant failed to pay Plaintiff all wages earned and due upon his termination, including unpaid minimum and overtime wages resulting from the off-the-clock work and regular-rate violations described above. Defendant's failure to timely pay all wages owed upon termination also gives rise to waiting time penalties under California Labor Code Sections 201, 202, and 203.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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.

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Plaintiff was employed by Defendant from April of 2026 through September of 2026. Plaintiff worked as a Food Runner at John Wayne Airport, located at 2990 Airway Avenue, Suite B, Costa Mesa, California 92626. Plaintiff was classified as a non-exempt

employee and was paid on an hourly basis. Plaintiff's job duties included preparing and packing meals, snacks, and plates for airline food service, retrieving food items from coolers, coordinating with cooks and supervisors, and preparing food orders for pickup by drivers. Plaintiff was responsible for ensuring food orders were prepared for driver pickups.

During the PAGA Period, Plaintiff and other Aggrieved Employees were subjected to various California Labor Code violations. Defendant sometimes failed to provide Plaintiff with compliant meal periods and rest breaks in violation of California Labor Code Sections 226.7, 512, and 1198, as well as the applicable Industrial Welfare Commission Wage Order. Due to the demands of his job duties, including preparing food orders for driver pickups, packing meals and snacks, retrieving food from coolers, and coordinating with other employees, Plaintiff was sometimes unable to begin his meal period before the end of his fifth hour of work. For example, when Plaintiff began working at approximately 1:00 p.m., his meal period was sometimes delayed until after 6:00 p.m. Plaintiff's supervisors generally directed when employees could take their meal periods, and work-related demands sometimes prevented Plaintiff from taking a timely meal break.

Similarly, Plaintiff was sometimes unable to take all of his legally required rest breaks. Plaintiff sometimes missed his rest break during his shifts because he was busy assisting coworkers and completing his assigned food service duties. Defendant failed to provide Plaintiff with all the premium payments owed for the non-compliant meal and rest periods described above. Defendant did not provide all premium payments owed for the meal and rest period violations Plaintiff experienced, including missed rest periods.

Further, Plaintiff sometimes performed compensable work while off the clock, resulting in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, and 1198. Defendant utilized a badge-swipe timekeeping system to record employees' hours worked. However, the timekeeping system sometimes malfunctioned and failed to record Plaintiff's clock-in time. On some occasions, Plaintiff began performing his assigned job duties believing he had successfully clocked in, only to discover later in his shift, sometimes around his meal period, that his time had not been properly recorded. Plaintiff would notify a supervisor and request that his time be corrected, but the missing time was not always properly added to his time records. As a result, Plaintiff sometimes performed work for which he was not compensated.

Additionally, Plaintiff was required to put on his work-related lab coat in the workplace locker room before clocking in and beginning his shift. To the extent

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Additionally, Plaintiff alleges that Defendant failed to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees in violation of California Labor Code Section 226(a). Plaintiff and other Aggrieved Employees were paid on an hourly basis. Accordingly, their wage statements should accurately reflect the total hours worked, applicable hourly rates, and wages earned during each pay period. As described above, Defendant sometimes failed to accurately record Plaintiff's compensable work time because its badge-swipe timekeeping system malfunctioned and certain missing clock-in times were not properly corrected. Defendant also failed to record and compensate Plaintiff for certain compensable pre-shift activities. As a result, Plaintiff's wage statements sometimes failed to accurately identify the total hours worked and the correct wages earned. Defendant also sometimes failed to accurately reflect overtime wages owed as a result of its failure to incorporate non-discretionary incentive compensation into Plaintiff's regular rate of pay. These practices resulted in inaccurate wage statements in violation of California Labor Code Sections 226(a) and 226(a)(2).

Further, pursuant to California Labor Code Sections 204 and 210, Defendant failed to timely pay Plaintiff and other Aggrieved Employees all wages owed during their employment. These violations resulted from Defendant's failure to compensate employees for all time worked, including off-the-clock work resulting from timekeeping errors and compensable pre-shift activities, its failure to properly calculate overtime compensation

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by including non-discretionary incentive compensation wages in the regular rate, and its failure to provide all meal and rest period premium payments owed.

Defendant failed to pay Plaintiff all wages earned and due upon his termination, including unpaid minimum and overtime wages resulting from the off-the-clock work and regular-rate violations described above. Defendant's failure to timely pay all wages owed upon termination also gives rise to waiting time penalties under California Labor Code Sections 201, 202, and 203.

Defendant's unlawful policies and practices described herein resulted in numerous Labor Code violations affecting Plaintiff and other Aggrieved Employees during the PAGA period. Said conduct violated California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, as well as the applicable Industrial Welfare Commission Wage Orders, and is therefore actionable under California Labor Code section 2699.

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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.