

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
sergiojulian@bamlawca.com

WRITERS EXT:
1006

September 16, 2026
CA3667

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Joe & The Juice New York LLC
Certified Mail #9589071052704676786456
Evelyn Wang, Esq.
Tiffanie De La Riva, Esq.
DAVIS WRIGHT TREMAINE LLP
350 South Grand Avenue, 27th Floor
Los Angeles, California 90071
Telephone: (213) 633-6800
Fax: (213) 633-6899

AMENDED NOTICE FOR LWDA CASE NO.: LWDA-CM-1093241-25

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our office represents Plaintiff Jariah Vue ("Plaintiff") and all other Aggrieved Employees of Joe & The Juice New York LLC ("Defendant").

Plaintiff originally sent this PAGA Notice on April 18, 2025, which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, et. seq.

This Amended Notice is being sent to specify the alleged violations.

"Aggrieved Employees" refers to all individuals who are or previously were employed by Joe & The Juice New York LLC in California, including any employees staffed with Joe & The Juice New York LLC by a third party, and classified as non-exempt employees during the time period of April 18, 2024 until a date as determined by the Court

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant.

Plaintiff was employed by Defendant in California from May 2022 to February of 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Plaintiff was employed by Defendant as a Team Member working at Defendant's store located at 235 Montgomery Street, San Francisco, CA 94104. Defendant paid Plaintiff and other Aggrieved Employees non-discretionary incentive compensation wages during the PAGA Period in which Defendant failed to correctly include these payments into Plaintiff's regular rate for the purposes of calculating the correct overtime and meal break violation pay and as a result violated Labor Code Sections 226.7, 510 and 512. For example, Defendant paid Plaintiff a "Predictability" non-discretionary wage in the pay period (01/06/2025-01/19/2025) and Plaintiff also worked overtime and was paid a meal period violation during that pay period. Attached hereto as **Exhibit #1** is a true and correct copy of Plaintiff's pay stub showing the violations. An additional example of another non-discretionary bonus Defendant paid to Plaintiff is attached hereto as **Exhibit #2**. Additionally, Defendant had a "non-discretionary incentive program that paid Plaintiff and the Aggrieved Employees incentive wages based on their performance for Defendant. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by Defendant. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to Plaintiff and the Aggrieved Employees, Defendant failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and the Aggrieved Employee must be included in the "regular rate of pay." The failure to do so has resulted in an underpayment of overtime compensation and meal and rest break premiums to Plaintiff and the Aggrieved Employees by Defendant."

Plaintiff's store on Montgomery Street was plagued with staffing issues throughout Plaintiff's employment and during the PAGA period that resulted in many late and missed meal breaks, and many violations of California's rest break laws. Plaintiff alleges that not only did he rarely take his ten (10) minute rest periods, his Regional Manager Emma Delaby

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

never even informed him of his right to take his off duty rest periods, and failed to create a schedule and workplace that allowed him to take off -duty rest periods. A review of Plaintiff's pay stubs during the PAGA period reveals Defendant failed to pay a single rest break premium to Plaintiff in violation of California Labor Code Section 226.7 and 512. Further, there were times when Plaintiff was clocked out for a mid-shift meal break and Defendant required Plaintiff perform tasks, which included, but were not limited to, helping with customers at the cash register, making drink orders, and cleaning up in the store. Defendant knew Plaintiff was working off the clock and the off the clock resulted not only in meal break violations, but also as a result Plaintiff was underpaid minimum and overtime wages in violation of Cal. Lab. Code Section 510, 1194, 1197.1 and 1198. Although Defendant did pay Plaintiff for some meal break violations, Defendant failed to pay Plaintiff for all his meal period violations during the PAGA Period. Plaintiff and Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and the Aggrieved Employees were required from time to time to perform work as ordered by Defendant for more than five (5) hours during some shifts without receiving a meal break. Further, Defendant from time to time failed to provide Plaintiff and Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendant to work ten (10) hours of work. Defendant also engaged in the practice of rounding the meal period times to avoid paying penalties to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees therefore forfeit meal breaks without additional compensation and in accordance with Defendant's corporate policy and practice. Additionally, Defendant's policy restricted Plaintiff and the Aggrieved Employees from unconstrained walks and is unlawful based on Defendant's rule which states Plaintiff and the Aggrieved Employees cannot leave the work premises during their rest period.

During the PAGA Period, Plaintiff and the Aggrieved Employees were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. Plaintiff and Aggrieved Employees were also not provided with one hour wages in lieu thereof. Defendant's policy restricted Plaintiff and the Aggrieved Employees from unconstrained walks and is unlawful based on Defendant's rule which states Plaintiff and the Aggrieved Employees cannot leave the work premises during their rest period.

Further, pursuant to Labor Code § 204 and Section 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties and minimum and overtime wages described above. Employees were not

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

paid within seven days following the close of the payroll period as required by Labor Code § 204(d).

Additionally, Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates and corresponding hours worked at each rate during the pay period and the proper regular and overtime wages earned. As described above, Defendant did not always list the correct wages earned or meal and rest break wages owed. Plaintiff therefore contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Further, during the PAGA Period Defendant issued wage statements with the incorrect name of the legal entity that employed Plaintiff and other Aggrieved Employees in violation of Cal. Lab. Code 226(a)(8). Attached hereto as **Exhibit #3** is a true and correct copy of the pay stub that lists “Joe & The Juice Management LLC” which is an entity that is inactive and no longer exists.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff used his personal cell phone for work related issues, such as responding to Defendant’s calls and text messages. Attached hereto as **Exhibit #4** is a true and correct copy of Plaintiff’s call logs on his personal cell phone showing Defendant’s phone #. Plaintiff was not reimbursed for the reasonable expenses he incurred on his cell phone for work-related issues.

Defendant also failed to provide Plaintiff and other Aggrieved Employees with a stool/seat for all days worked. California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.” Defendant was not allowed to sit down behind the bar counter even if there were no customers or even when he was ringing up the cash register. Instead, Plaintiff and other Aggrieved Employees would crouch down and rest in the corner or simply lean on the counter to relieve some of the tension on his feet. Moreover, Defendant failed to allow employees to sit when not actively engages in their duties.

Defendant underpaid sick pay wages to Plaintiff and the Aggrieved Employees by failing to pay such wages at the regular rate of pay in violation of Cal. Lab. Code Section Specifically, Plaintiff and other non-exempt employees earn non-discretionary remuneration,

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, Defendant underpays sick pay to Plaintiff and the Aggrieved Employees at their base rates of pay. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Defendant violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. Plaintiff and the Aggrieved Employees routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for Plaintiff and the Aggrieved Employees, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

From time to time, Defendant also failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and the Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, Defendant failed to issue to Plaintiff an itemized wage statement that lists all the requirements under California Labor Code 226. As a result, Defendant from time to time provided Plaintiff and the AGGRIEVED Employees with wage statements which violated Cal. Lab. Code § 226.

Finally, as described in detail in this notice, Defendant willfully failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment (such as when Plaintiff's employment with Defendant ended in February 2025) in violation of California Labor Code Sections 201-204. Additionally, Plaintiff received a check for his earned tip wages approximately two months after his employment was terminated. Attached hereto as **Exhibit #5** is a true and correct copy of the wage payment from Defendant showing the payment was received by Plaintiff in April of 2025. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Further, Defendant, as a matter of established company

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 | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by Plaintiff and the Aggrieved Employees, always to the benefit of Defendant, so that during the course of their employment, Plaintiff and the Aggrieved Employees are paid less than they would have been paid had they been paid for actual recorded time rather than “rounded” time. Defendant’s rounding practice resulted in underpayment of minimum wages and overtime wages.

This amended notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* 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 Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/Sergio J. Puche

Sergio J. Puche, Esq.

EXHIBIT #1

Earnings Statement



JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 01/06/2025
Period Ending: 01/19/2025
Pay Date: 01/23/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	20.0000	63.39	1,267.80	2,117.60
Overtime	10.0050	6.17	61.73	84.24
Charge Tips			485.72	
Meal Premium	20.0000	1.00	20.00	20.00
Predictability	20.0000	1.00	20.00	
Paid Sick leave				100.00
Gross Pay			\$1,855.25	3,013.36

Other Benefits and Information	this period	total to date
Paid Sick Leave	69.00	
Totl Hrs Worked	69.56	

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-137.55	193.95
Social Security Tax	-115.03	186.83
Medicare Tax	-26.90	43.69
CA State Income Tax	-44.53	60.01
CA SDI Tax	-22.26	36.16
Other		
401K	-55.65*	90.38
Net Pay	\$1,453.33	
Checking 2	-200.00	
Chkck1	-1,253.33	
Net Check	\$0.00	

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,799.60

© 2000 ADP, INC.

JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000040756
Pay date: 01/23/2025

Deposited to the account of	account number	transit	ABA	amount
JARIAH EVAN VUE	[REDACTED]	XXXX	XXXX	\$1,253.33
		XXXX	XXXX	\$200.00

NON-NEGOTIABLE

EXHIBIT #2

CO.	FILE	DEPT.	CLOCK	VCHR. NO.	020
SQ8	017403	001000		0000420858	1

JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Earnings Statement



Period Beginning: 09/30/2024
Period Ending: 10/13/2024
Pay Date: 10/17/2024

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number:

Earnings	rate	hours	this period	year to date
Regular	20.0000	51.55	1,031.00	21,844.29
BONUS			150.00	150.00
Charge Tips			336.45	
Predictability	20.0000	1.00	20.00	
Overtime				417.34
Meal Premium				467.40
Paid Sick leave				1,201.60
Gross Pay			\$1,537.45	30,190.08

Other Benefits and Information	this period	total to date
Paid Sick Leave	82.00	
Totl Hrs Worked	51.55	

Important Notes
COMPANY PH#:+1 408 205 9999
BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-102.66
	Social Security Tax	-95.32
	Medicare Tax	-22.30
	CA State Income Tax	-31.25
	CA SDI Tax	-16.91
	Other	
	401K	-46.13*
	Net Pay	\$1,222.88
	Chkck1	-1,222.88
	Net Check	\$0.00

Additional Tax Withholding Information
Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,491.32

© 2000 ADP, INC.

JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000420858
Pay date: 10/17/2024

Deposited to the account of	account number	transit	ABA	amount
JARIAH EVAN VUE		XXXX	XXXX	\$1,222.88

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT #3

Earnings Statement



JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 06/10/2024
Period Ending: 06/23/2024
Pay Date: 06/27/2024

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	20.0000	59.22	1,184.40	12,522.89
Overtime	10.0050	2.91	29.11	263.26
Charge Tips			235.05	
Meal Premium	20.0000	4.00	80.00	367.40
Paid Sick leave				1,201.60
Gross Pay			\$1,528.56	17,701.15

Other Benefits and Information	this period	total to date
Paid Sick Leave	66.00	191.00
Totl Hrs Worked	62.13	

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-101.62
	Social Security Tax	-94.77
	Medicare Tax	-22.17
	CA State Income Tax	-30.87
	CA SDI Tax	-16.81
	Other	
	401K	-45.85*
	Net Pay	\$1,216.47
	Chkck1	-1,216.47
	Net Check	\$0.00

Additional Tax Withholding Information

Taxable Marital Status:
CA: Single
Exemptions/Allowances:
CA: 0

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,482.71

© 2000 ADP, INC.

JOE & THE JUICE MANAGEMENT LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Advice number: 00000264906
Pay date: 06/27/2024

Deposited to the account of	account number	transit	ABA	amount
JARIAH EVAN VUE	[REDACTED]	XXXX	XXXX	\$1,216.47

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT #4

2:13



NEW YORK, NY

+1 (718) 974-7780



message



call



FaceTime



mail



pay

February 13, 2025

12:31 PM **Incoming Call** ☒

5 minutes

10:02 AM **Outgoing Call**

11 minutes

Calls with a checkmark have been verified by the carrier.

[Share Contact](#)

[Create New Contact](#)

[Add to Existing Contact](#)

[Add to Emergency Contacts](#)

[Block Caller](#)



Favorites



Recents



Contacts



Keypad



Voicemail

27

EXHIBIT #5

CO. FILE DEPT. CLOCK NUMBER 020
SQ8 017403 001000 0065347474 1

Earnings Statement



JOE & THE JUICE NEW YORK LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

Period Beginning: 03/27/2025
Period Ending: 04/02/2025
Pay Date: 04/03/2025

Filing Status: Single/Married filing separately
Exemptions/Allowances:
Federal: Standard Withholding Table

JARIAH EVAN VUE

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Charge Tips			703.55	
Interest			70.35	70.35
Regular				4,688.20
Overtime				124.26
Meal Premium				60.00
Paid Sick leave				380.00
Gross Pay			\$773.90	7,526.35

Important Notes

COMPANY PH#:+1 408 205 9999

BASIS OF PAY: HOURLY

CONTACT DISBURSEMENT@JOEJUICE.COM FOR MORE INFORMATION.

Additional Tax Withholding Information

Taxable Marital Status:

CA: Single

Exemptions/Allowances:

CA: 0

Deductions	Statutory		
Federal Income Tax	-17.38		412.99
Social Security Tax	-47.98		466.63
Medicare Tax	-11.22		109.13
CA State Income Tax	-7.29		125.94
CA SDI Tax	-9.29		90.32
Other			
401K	-23.22*		225.78
Net Pay			\$657.52
Net Check			\$657.52

* Excluded from federal taxable wages

Your federal taxable wages this period are \$750.68

© 2000 ADP, INC.

JOE & THE JUICE NEW YORK LLC
110 GREENE STREET SUITE 702
NEW YORK, NY 10012

SQ8

90-477/1222

Payroll check number: 0065347474

Pay date: 04/03/2025

Pay to the
order of:

JARIAH EVAN VUE

This amount:

SIX HUNDRED FIFTY SEVEN AND 52/100 DOLLARS

\$657.52

ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID NON-NEGOTIABLE

VOID AFTER 180 DAYS

Wells Fargo Bank, N.A.
5401 California Ave
Bakersfield, CA 93309