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SUPERIOR COURT

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*Attorneys for Plaintiff Nicole Domondon,
Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

NICOLE DOMONDON, Aggrieved Employee
of Defendants, on Behalf of the State of
California's Labor and Workforce
Development Agency for All Aggrieved
Employees of Defendants,

Plaintiff,

v.

BURLINGTON COAT FACTORY OF
TEXAS, INC., a Florida Corporation; and
DOES 1-100, Inclusive,

Defendants.

Case No.

STK-CV--W05 2025-10999

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL



1 Plaintiff NICOLE DOMONDON (hereinafter, "Plaintiff"), who is an aggrieved employee
2 of Defendants BURLINGTON COAT FACTORY OF TEXAS, INC. and DOES 1 through 100,
3 inclusive, (collectively, "Defendants"), brings this representative action as proxy for the State of
4 California's Labor and Workforce Development Agency ("LWDA") on behalf of all current and
5 former aggrieved employees of Defendants in California, and hereby alleges the following facts
6 and claims against Defendants, and respectfully request civil penalties, all other available relief,
7 and a trial by jury of all issues and causes of action so triable.

8 INTRODUCTION

9 1. Plaintiff brings this representative action as the proxy for the State of California's
10 LWDA against Defendants for civil penalties pursuant to California's Private Attorneys General
11 Act of 2004 (hereinafter, the "PAGA"), Labor Code section 2698, *et seq.*, resulting from
12 Defendants' violations of "wage and hour" laws protective of Defendants' aggrieved employees
13 under the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders.
14 The PAGA permits an aggrieved employee to bring a representative action as the State's
15 designated proxy on behalf of herself and all other current and former non-exempt aggrieved
16 employees of an employer to recover civil penalties for violation of California's Labor Code.

17 2. Defendants' systemic pattern of Labor Code and IWC Wage Order violations
18 toward Plaintiff and other current and former aggrieved employees include, but are not limited to:

19 a. Failure to provide lactation accomodation and/or provide premium pay for
20 non-compliant lactation breaks in violation of Labor Code sections 226.7, 1030, 1031, 1032, 1033,
21 1034, and 1199 and Section 11 of the IWC Wage Order(s);

22 b. Failure to authorize and permit all paid rest periods and/or provide premium
23 pay for non-compliant rest periods in violation of Labor Code sections 226.7, 1197, 1198, and
24 1199, and Section 12 of the IWC Wage Order(s); and

25 c. Failure to furnish accurate itemized wage statements in violation of Labor
26 Code section 226(a).

27 ///

28 ///

1 **PARTIES**

2 3. Plaintiff NICOLE DOMONDON is an individual over the age of eighteen (18).
3 Plaintiff is and, at all relevant times mentioned in this Complaint, was a California citizen residing
4 within San Joaquin County, California. Plaintiff was employed by Defendants in California as an
5 hourly paid, non-exempt employee from approximately October 1, 2024 to August 5, 2025.
6 Plaintiff was employed as an hourly cashier at Defendant's retail store located at 5308 Pacific Ave
7 #1000, Stockton, California 90703. At all relevant times herein, Plaintiff was an "employee" as
8 that term is used in the Labor Code. During the applicable statutory period, Plaintiff was subject to
9 various policies, procedures, and practices implemented by Defendants that, as alleged herein,
10 were and are in violation of the Labor Code.

11 4. Defendant BURLINGTON COAT FACTORY OF TEXAS, INC. is and at all
12 relevant times herein was a Florida Corporation, having its principal place of business at 1830
13 Route 130 North, Burlington, New Jersey 08016, and is the owner and operator of an industry,
14 business and/or facility licensed to do business and actually doing business in the State of
15 California as a fast-food chain. Defendant BURLINGTON COAT FACTORY OF TEXAS, INC.
16 is an "employer" as the term is used in the Labor Code and IWC Wage Orders.

17 5. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
18 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
19 business and/or actually doing business in California, including San Joaquin County, and each of
20 the fictitiously named Defendants are responsible for the conduct alleged in this Complaint.
21 Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of
22 DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such
23 fictitious names pursuant to California Code of Civil Procedure ("Code of Civil Procedure")
24 section 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and
25 capacities as soon as they are ascertained.

26 6. Defendants, and each of them, are now and/or at all times mentioned in this
27 Complaint were in some manner legally responsible for the events, happenings and circumstances
28 alleged in this Complaint.

1 7. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
2 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

3 8. Defendants, and each of them, are now and/or at all times mentioned herein were
4 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
5 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
6 Complaint were acting within the course and scope of that agency, servitude and/or employment.

7 9. Defendants, and each of them, are now and/or at all times mentioned in this
8 Complaint were members of and/or engaged in a joint venture, partnership and common
9 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
10 partnership and common enterprise.

11 10. Defendants, and each of them, at all times mentioned in this Complaint concurred
12 and contributed to the various acts and omissions of each and every one of the other Defendants in
13 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

14 11. Defendants, and each of them, at all times mentioned in this Complaint approved
15 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
16 this Complaint.

17 12. Defendants, and each of them, at all times mentioned in this Complaint aided and
18 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
19 causing the damages alleged in this Complaint.

20 **JURISDICTION AND VENUE**

21 13. The California Superior Court has jurisdiction in this matter pursuant to California
22 Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all
23 causes except those given by statute to other trial courts.” The statutes under which this action is
24 brought do not specify any other specific basis for jurisdiction.

25 14. The California Superior Court also has jurisdiction in this matter because both the
26 individual and aggregate monetary damages and restitution sought herein exceed the minimal
27 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

28 15. The California Superior Court also has jurisdiction over Defendants because they

1 are corporations and/or entities and/or persons with sufficient minimum contacts in California, are
2 citizens of California, or otherwise intentionally availed themselves of the California market so as
3 to render the exercise of jurisdiction over them by the California courts consistent with traditional
4 notions of fair play and substantial justice. There is no federal question at issue as the issues herein
5 are based solely on California statutes and law, including the Labor Code. Thus, this Court
6 maintains appropriate jurisdiction to hear this matter.

7 16. Venue is proper in the Superior Court of California for the County of San Joaquin,
8 pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in
9 that liability arose in San Joaquin County because at least some of the acts and omissions that are
10 the subject matter of this Complaint occurred therein and/or each Defendant either is found,
11 maintains offices, transacts business, exists, and/or has an agent in San Joaquin County.

12 **FACTUAL ALLEGATIONS**

13 17. According to the Center for Disease Control, breast milk is the best source of
14 nutrition for most babies.¹ For example, breastfeeding helps protect babies against various short-
15 and long-term illnesses and diseases. Breastfed babies also have a lower risk of asthma, obesity,
16 type 1 diabetes, and sudden infant death syndrome (SIDS). Moreover, breastfed babies are also
17 less likely to have ear infections and stomach bugs.²

18 18. Exclusive breastfeeding for about the first six months is recommended. The Dietary
19 Guidelines for Americans advocates for continued breastfeeding until children are 12 months old
20 or older.³ The American Academy of Pediatrics⁴ and the World Health Organization⁵ also

21 _____
22 ¹ <https://www.cdc.gov/breastfeeding/features/breastfeeding-benefits.html>.

23 ² *Id.*

24 ³ https://www.dietaryguidelines.gov/sites/default/files/2020-12/Dietary_Guidelines_for_Americans_2020-2025.pdf.

25
26 ⁴ <https://publications.aap.org/pediatrics/article/150/1/e2022057988/188347/Policy-Statement-Breastfeeding-and-the-Use-of?searchresult=1?autologincheck=redirected>.

27 ⁵ https://www.who.int/health-topics/breastfeeding#tab=tab_1.

1 recommend exclusive breastfeeding for about 6 months, with continued breastfeeding along with
2 introducing appropriate complementary foods for up to 2 years of age or longer.

3 19. According to the Pew Research Center, 70 percent of mothers work outside of the
4 home.⁶ In the United States, breast pumping is a common practice among breastfeeding mothers.⁷
5 One study found that around 91% of breastfeeding mothers reported using a breast pump at some
6 point.⁸

7 20. The Office on Women’s Health recommends that prior to pumping, mothers should
8 wash their hands with soap and water and to ensure the pumping area, pump, parts, and bottles are
9 clean.⁹ After, pumping, mothers can store milk at room temperature for up to 4 hours or refrigerate
10 the milk for later use.¹⁰

11 21. During the applicable statutory period, Defendants employed Plaintiff as an hourly
12 paid, non-exempt employee from approximately October 1, 2024 through the present.

13 22. During the relevant statutory period, Defendants failed and fail to provide Plaintiff
14 with compliant lactation accommodations and failed to pay her premium wages at her regular rate
15 of pay thereto. For example, Plaintiff gave birth to her child in June of 2024. She began working at
16 Defendants’ retail store in October of 2024 and has had to excrete breastmilk during the course of
17 the day, including the time in which she works. However, Defendants did not provide private non-
18 restroom space that is specifically for employees who express milk. Instead, Plaintiff was required
19 to use either a (1) separate “computer” room, (2) her manager’s office, or (3) the changing room.
20 The separate computer room is the same room Defendants use to train new employees. Indeed,
21 there have been times when employees were training in that room while Plaintiff was pumping.

22
23 ⁶ <https://www.pewresearch.org/social-trends/2015/12/17/1-the-american-family-today/>.

24 ⁷ [https://medicine.yale.edu/news-article/new-study-from-yale-quantifies-the-association-between-](https://medicine.yale.edu/news-article/new-study-from-yale-quantifies-the-association-between-pump-use-and-breastfeeding-duration/)
25 [pump-use-and-breastfeeding-duration/](https://medicine.yale.edu/news-article/new-study-from-yale-quantifies-the-association-between-pump-use-and-breastfeeding-duration/).

26 ⁸ *Id.*

27 ⁹ <https://womenshealth.gov/breastfeeding/pumping-and-storing-breastmilk>.

28 ¹⁰ *Id.*

1 Further exasperating the issue, the room lacks privacy as it has a security/video camera located
2 inside of it. Furthermore, all three of the rooms listed above do not have a refrigerator or a sink.
3 Nor do any of them have an electrical outlet. Lastly, after Plaintiff expressed the milk, she was
4 required to walk over to the break room and store her breastmilk in the same refrigerator where the
5 entire staff stores their food.

6 23. During the relevant statutory period, Defendants failed to relinquish control over
7 Plaintiff to provide her with legally-compliant ten (10) minute off-duty rest periods for every four
8 (4) hours of work or major fraction thereof, as required by California law and failed to pay
9 premiums for the in compliant rest periods. For example, because Defendants denied Plaintiff a
10 break and/or adequate space to express milk as described in the preceding paragraph, Plaintiff was
11 entitled to but was not provided with the recovery of one hour of pay at her regular rate of pay for
12 each violation.

13 24. During the relevant statutory period, Defendants failed to provide Plaintiff with
14 accurate itemized wage statements. As a result of the alleged violations discussed above,
15 Defendants furnished wage statements that failed to correctly show, among other items: (1) gross
16 wages earned, (2) all deductions, and (3) net wages earned.

17 **GENERAL ALLEGATIONS**

18 25. Plaintiff and all other aggrieved employees are current and former postpartum and
19 nursing female non-exempt employees of Defendants who need to pump breastmilk to feed their
20 babies, that work or worked at Defendants' facilities in California as non-exempt employees
21 during the statutory period.

22 26. Plaintiff is informed and believes, and thereon alleges, that during the applicable
23 statutory period, Plaintiff and other current and former aggrieved employees were subject to the
24 same various policies, procedures, and practices implemented by Defendants that, as alleged
25 herein, were and are in violation of the Labor Code.

26 27. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
27 and/or practice, Defendants failed and fail to provide Plaintiff and aggrieved employees with
28 compliant lactation accommodations and failed to pay them premium wages at their regular rates

1 of pay thereto.

2 28. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
3 and/or practice, Defendants failed to relinquish control over Plaintiff and aggrieved employees to
4 provide them with legally-compliant ten (10) minute off-duty rest periods for every four (4) hours
5 of work or major fraction thereof, as required by California law and failed to pay premiums for the
6 noncompliant rest periods. For example, because Defendants denied Plaintiff and aggrieved
7 employees a break and/or adequate space to express milk as described in the preceding paragraph,
8 Plaintiff and aggrieved employees were entitled to but was not provided with the recovery of one
9 hour of pay at their regular rate of pay for each violation.

10 29. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
11 and/or practice, Defendants, failed to provide Plaintiff and all other aggrieved employees with
12 accurate itemized wage statements. As a result of alleged violations discussed above, Defendants
13 furnished wage statements that failed to correctly show, among other items: (1) the gross wages
14 earned, (2) all deductions, and (3) net wages earned.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

17 **(California Labor Code §§ 2698, *et seq.*)**

18 30. Plaintiff incorporates by reference and realleges each and every one of the
19 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
20 set forth herein.

21 31. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
22 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through
23 a representative action on behalf of herself and all other aggrieved employees that work or worked
24 for Defendants during the relevant time period.

25 32. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
26 action is not subject to the formalities required of a class action and class certification of PAGA
27 claims is not required.

28 33. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section

1 2699(c) because she was employed by Defendants during the applicable statutory period and
2 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited
3 to represent the interests of all other aggrieved employees in in this PAGA representative action.

4 34. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil
5 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
6 Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of
7 employers and employees about their rights and responsibilities under this code, and twenty-five
8 percent (25%) shall be distributed to the aggrieved employees.

9 35. Plaintiff’s representative action alleges violations of certain Labor Code sections
10 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
11 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

12 36. On June 3, 2025, Plaintiff complied with Labor Code section 2699.3(a) by
13 electronically filing written notice with the LWDA and serving written notice, via certified mail,
14 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
15 have been violated by Defendants and Plaintiff’s intent to pursue civil penalties against
16 Defendants on behalf of herself and all other aggrieved employees pursuant to PAGA. Attached
17 hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s notice letter.

18 37. Labor Code section 2699.3(a) provides in pertinent part that: “The agency shall
19 notify the employer and the aggrieved employee or representative by certified mail that it does not
20 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
21 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
22 of the postmark date of the notice given... the aggrieved employee may commence a civil action
23 pursuant to Section 2699.”

24 38. Sixty-five calendar days have passed since Plaintiff served notice upon the LWDA
25 and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiff’s
26 claims. Accordingly, Plaintiff exhausted her obligation to provide administrative notice and is
27 authorized to commence this representative action seeking civil penalties on behalf of herself and
28 all other aggrieved employees of Defendants.

1 39. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
2 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
3 divisions, commissions, boards, agencies or employees for violation of the code may, as an
4 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
5 himself and other current or former employees pursuant to the procedures specified in Labor Code
6 section 2699.3.

7 40. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
8 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
9 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
10 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
11 subsequent violation.

12 41. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of herself and
13 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 226,
14 226.7, 512, 1030, 1031, 1032, 1033, 1034, 1194, 1197, 1198, 1199, and 2802 during the statutory
15 period as set forth below:

16 a. For violations of Labor Code section 226.7, 512, 1030, 1031, 1032, 1033,
17 1034, 1194, 1197 1198, 1199, Labor Code section 2699(f)(2) imposes a civil penalty of one
18 hundred dollars (\$100) for each aggrieved employee per pay period for each initial violation and
19 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
20 violation;

21 b. Defendants violated Labor Code section 226.7, 1030, 1031, 1032, 1033,
22 1034, by denying Plaintiff and other aggrieved employees of Defendants lactation
23 accommodations, and by failing to provide a premium wage equivalent to an additional hour of
24 pay at the regular rate of pay for each workday that a compliant lactation break was not provided.
25 Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
26 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
27 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
28 violation;

1 c. Defendants violated Labor Code section 226.7 by denying Plaintiff and
2 other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours
3 worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an
4 additional hour of pay at the regular rate of pay for each workday that a compliant rest period was
5 not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
6 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
7 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
8 subsequent violation;

9 d. Defendants violated Labor Code section 226(a) by failing to provide
10 Plaintiff and aggrieved employees with accurate itemized wage statements correctly identifying,
11 among other things, the correct wages earned, the correct amount of net wages earned, and the
12 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
13 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
14 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
15 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
16 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
17 subsequent citation;

18 42. At all material times, Defendants were Plaintiff and all other aggrieved employees'
19 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
20 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
21 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
22 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
23 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
24 provided by law.

25 43. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
26 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
27 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
28 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and

1 uninterrupted ten minute long rest periods for every four hours worked, or major fraction thereof,
2 as alleged herein.

3 44. Defendants violated Labor Code section 1198 by failing to comply with the
4 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
5 and Days of Work”, and “Record” sections of the applicable IWC Wage Order, by failing to keep
6 and provide accurate records, and failing to timely pay owed wages upon separation of
7 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
8 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
9 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation.

11 **PRAYER FOR RELIEF**

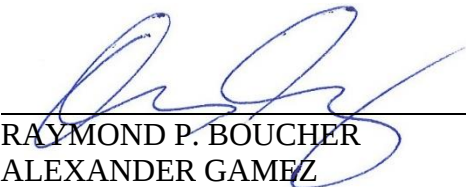
12 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

- 13 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 14 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
15 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
16 per aggrieved employee for each subsequent violation;
- 17 3. For civil penalties under Labor Code section 2699(f), for Labor Code violations
18 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
19 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
20 aggrieved employee per pay period for each subsequent violation;
- 21 4. For civil penalties under Labor Code section 558, as follows: (1) for an initial
22 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
23 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each
24 underpaid employee for each pay period for which the employee was underpaid;
- 25 5. For an award of reasonable attorneys’ fees and costs pursuant to Labor Code
26 section 2699(g)(1), or other applicable laws;
- 27 6. For pre-judgment and post-judgment interest as provided by law; and
- 28 7. For such additional relief as this Court may deem just and proper.

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DATED: August 8, 2025

BOUCHER LLP

By: 
RAYMOND P. BOUCHER
ALEXANDER GAMEZ

*Attorneys for Plaintiff Nicole Domondon,
Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

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DATED: August 8, 2025

By:

*Attorneys for Plaintiff Nicole Domondon,
Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

EXHIBIT 1

BOUCHER LLP

21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

Telephone 818.340.5400
Facsimile 818.340.5401

June 3, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

Burlington Coat Factory of Texas, Inc.
c/o Agent for Service of Process
1505 CT Corporation System
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

Burlington Coat Factory Warehouse Corporation
c/o Agent for Service of Process
1505 CT Corporation System
Attn: Amanda Garcia
330 N Brand Blvd
Glendale, CA 91203

Re: *Nicole Domondon v. Burlington Coat Factory Warehouse Corporation, et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of claims for civil penalties that will be pursued by Ms. Nicole Domondon as proxy for the Labor and Workforce Development Agency (“LWDA”) on behalf of all non-exempt aggrieved employees employed by Burlington Coat Factory of Texas, Inc. and Burlington Coat Factory Warehouse Corporation (collectively, “Burlington”), in California during the statutory period.

Burlington is a department store retailer. Ms. Domondon has been employed by Burlington as a cashier at its store located at 5308 Pacific Ave #1000, Stockton, California 90703 from

approximately October 1, 2024 through the present. Pursuant to California law, Burlington has at all relevant times been Ms. Domondon's employer during the statutory period.

In her representative action, Ms. Domondon will seek civil penalties pursuant to PAGA as a result of Burlington's failure to: (1) provide location accommodation (Lab. Code §§ 1030-1034); (2) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); and (3) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)).

FAILURE TO PROVIDE LACTATION ACCOMMODATION

(Labor Code §§ 226.7, 1030-1034, 2699)

Labor Code section 1030 provides that every employer shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee has need to express milk. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee by the applicable wage order of the Industrial Welfare Commission shall be unpaid.

Labor Code section 1031, states in pertinent part that:

(a) An employer shall provide an employee with the use of a room or other location for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this section.

(b) A lactation room or location shall not be a bathroom and shall be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.

(c) A lactation room or location shall comply with all of the following requirements:

(1) Be safe, clean, and free of hazardous materials, as defined in Section 6382.

(2) Contain a surface to place a breast pump and personal items.

(3) Contain a place to sit.

(4) Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

(d) The employer shall provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace. If a refrigerator cannot

be provided, an employer may provide another cooling device suitable for storing milk, such as an employer-provided cooler.

(e) Where a multipurpose room is used for lactation, among other uses, the use of the room for lactation shall take precedence over the other uses, but only for the time it is in use for lactation purposes.

Pursuant to Labor Code Section 1033, the denial of a break or adequate space to express milk shall result in the recovery of one hour of pay at the employee's regular rate of pay for each violation by filing a wage claim under Labor Code section 226.7.

Labor Code section 1034 provides that:

(a) An employer shall develop and implement a policy regarding lactation accommodation that includes the following:

(1) A statement about an employee's right to request lactation accommodation.

(2) The process by which the employee makes the request described in paragraph (1).

(3) An employer's obligation to respond to the request described in paragraph (1) as outlined in subdivision (d).

(4) A statement about an employee's right to file a complaint with the Labor Commissioner for any violation of a right under this chapter.

(b) The employer shall include the policy described in subdivision (a) in an employee handbook or set of policies that the employer makes available to employees.

(c) The employer shall distribute the policy described in subdivision (a) to new employees upon hiring and when an employee makes an inquiry about or requests parental leave.

(d) If an employer cannot provide break time or a location that complies with the policy described in subdivision (a), the employer shall provide a written response to the employee.

Upon information and belief, Burlington failed and fail to provide Ms. Domondon and aggrieved employees with compliant lactation accommodations and failed to pay them premium wages at their regular rates of pay thereto. For example, Ms. Domondon gave birth to her child in June of 2024. She began working at Burlington in October of 2024 and has had to excrete breastmilk during the course of the day, including the time in which she works. However, Burlington does not provide private non-restroom space that is specifically for employees who express milk. Instead, Ms. Domondon has been required to use either a (1) separate "computer"

room, (2) her manager's office, or (3) the changing room. The separate computer room is the same room Burlington uses to train new employees. Indeed, there have been times when employees were training in that room while Ms. Domondon was pumping. Further exasperating the issue, the room lacks privacy as it has a security/video camera located inside of it. Furthermore, all three of the rooms listed above do not have a refrigerator or a sink. Nor do any of them have an electrical outlet. Lastly, after Ms. Domondon has expressed the milk, she is required to walk over to the break room and store her breastmilk in the same refrigerator where the entire staff stores their food.

Accordingly, Ms. Domondon, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the "Rest Periods" Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, "The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 226.7(b) states, in pertinent part, "An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission."

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, "[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time."

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period 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.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour

of pay at the employee's regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, Burlington's policies and practices failed and fail to provide Ms. Domondon and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, because Burlington denied Ms. Domondon a break and/or adequate space to express milk as described in the preceding section, Ms. Domondon was entitled to but was not provided with the recovery of one hour of pay at her regular rate of pay for each violation.

Accordingly, Ms. Domondon, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Ms. Domondon and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. For example, as a result of the alleged violations discussed above, Burlington furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Ms. Domondon on behalf of aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

**CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE
ORDERS**

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

As set forth above, Burlington failed to provide Ms. Domondon and aggrieved employees compliant rest periods and failed to pay premium wages owed. Accordingly, Ms. Domondon, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Ms. Domondon's employment with Burlington, including wage statements and Ms. Domondon's confirmation of Burlington's unlawful practices and policies. As a result of the foregoing violations, Ms. Domondon is entitled to file a Complaint and invoke the protections of the Act. Ms. Domondon has placed Burlington on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

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