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August 4, 2025

SUBMITTED VIA LWDA'S PAGA CLAIM NOTICE ONLINE PORTAL

COPY SENT VIA CERTIFIED MAIL TO:

PACIFIC COAST PRODUCERS
631 N. CLUFF AVENUE
LODI, CA 95240

C/O FILEJET INC.
10440 PIONEER BLVD. SUITE 8
SANTA FE SPRINGS, CA 90670

Re: *Denise Avalos v. Pacific Coast Producers*
Notice of Intent to File Suit for California Labor Code § 2698 et seq. Penalties

To Whom It May Concern:

This office and Falakassa Law, P.C. represent Denise Avalos (hereinafter "Ms. Avalos") and a proposed group of current and former non-exempt employees working for Pacific Coast Producers (hereinafter "Pacific Coast") and any of its affiliated, predecessor and merged entities in the State of California for violations of the California Labor Code §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 512, 516, 1174, 1174.4, 1199, 2802-2804 and all applicable Industrial Welfare Commission Wage Orders ("Wage Order").

This letter shall serve as notification under Labor Code § 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee payable to the California Labor and Workforce Development Agency for the Private Attorneys General Act Notice ("PAGA Notice") was paid online. A copy of this PAGA Notice was submitted electronically to the Department of Industrial Relations.

Ms. Avalos wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of the following group of "aggrieved employees":

> All current and former non-exempt hourly employees who work or worked for Pacific Coast Producers in California during the one year immediately preceding the filing of this PAGA Notice and continuing into the present and ongoing ("aggrieved employees")

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Pacific Coast provides canned food products. They offer paste, juice, apricots, pears, apples, grapes, peaches, and tomato sauce products to customers globally.

Ms. Avalos was employed by Pacific Coast as a non-exempt employee with the title of "HR Administrator" from approximately 2020 to October 2024. Based in Woodland, California, Ms. Avalos was responsible for various tasks, including, but not limited to, scheduling appointments, translating, and assisting the manager. Alongside Ms. Avalos, other non-exempt employees played a crucial role in maintaining the efficiency and productivity of Pacific Coast's operations. These employees included, but were not limited to:

- **Purchasing Assistant**, who supports the procurement process by handling administrative tasks, maintaining supplier relationships, and ensuring the timely delivery of goods.
- **Instrument Technician,** who installs, maintains, calibrates, and repairs various instruments and control systems used in industrial and commercial settings.
- **Mechanic**, who diagnoses, repairs, and maintains vehicles and machinery, ensuring they function safely and efficiently.
- **Boiler Operator**, who is responsible for the safe and efficient operation, maintenance, and repair of boiler systems.
- **Journeyperson Electrician,** who installs, maintains, and repairs electrical systems and components in various settings.

These aggrieved employees were responsible for a wide range of tasks critical to the company's operations, such as installation, maintenance, logistics, and overall distribution duties. Their work ensured the effective operation of Pacific Coast's assets. Despite the essential nature of their contributions, Ms. Avalos and other aggrieved employees allege that Pacific Coast failed to comply with the California Labor Code, including but not limited to proper wage payment and provision of meal and rest periods, as set forth below.

First, at all relevant times, Ms. Avalos and other aggrieved employees were denied compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to the Pacific Coast's uniform meal period policies/practices, operational requirements, and work demands, Ms. Avalos and other aggrieved employees often could not take timely and uninterrupted net 30-minute first meal periods before the end of the fifth hour of work.

Further, when Ms. Avalos and other aggrieved employees worked more than 10.0 hours in a shift, they were not always allowed and permitted to take a mandated second meal period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Ms. Avalos' and other aggrieved employees' meal periods were often interrupted and lasted fewer than 30 minutes due to Pacific Coast's meal period policies/procedures, operational requirements, and work demands.

In addition, for each missed or non-compliant meal period, Pacific Coast failed and continues to fail to maintain a mechanism by which aggrieved employees were paid meal period premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* and Labor Code § 226.7.

Accordingly, due to Pacific Coast's uniform meal period practices, Ms. Avalos and other aggrieved employees were also regularly denied legally compliant meal periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders and are entitled to penalties under Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Next, at all relevant times, Ms. Avalos and other aggrieved employees were not provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to Pacific Coast's uniform rest period policies/practices, operational requirements, and work demands. As a result, Ms. Avalos and other aggrieved employees were and are often unable to take a net 10-minute duty-free rest period for every major fraction of four hours worked. This includes a second rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

By not relieving all non-exempt employees of all duties during rest periods, Pacific Coast failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time."]. In *Augustus*, the California Supreme Court expressly rejected the employer's assertion that it could provide an on-duty rest period to employees who worked as security guards and further explained: "that employers [must] relinquish any control over how employees spend their break time and relieve their employees of all duties." *Id.* at 273. Each time Ms. Avalos and other aggrieved employees could not take a compliant rest period, Pacific Coast failed and failed to adequately pay rest period premium payments at the "regular rate of pay" as required by Labor Code § 226.7.

Accordingly, due to Pacific Coast's uniform rest period policies/practices and work demands, Ms. Avalos and other aggrieved employees were also regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders and would be entitled to penalties under Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

As a result of Pacific Coast's failure to pay Ms. Avalos and other aggrieved employees for meal and rest period premiums at the "regular rate of pay," Pacific Coast issued wage statements which failed to identify the gross wages earned accurately, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial violation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226."

Thus, for the violations of Labor Code section 226 described above, Ms. Avalos and other aggrieved employees may also recover Labor Code § 226.3 penalties for Pacific Coast's violations of Labor Code § 226(a). Consequently, because Pacific Coast failed to comply with Labor Code § 226(a), Ms. Avalos and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e) or Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Furthermore, because Pacific Coast failed to pay meal and rest period premiums at the "regular rate of pay," Pacific Coast also failed and continues to fail to pay the aggrieved employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, aggrieved employees would be entitled to recover penalties under Labor Code §§ 201-203 or Labor Code § 2699(f)(2) and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Finally, at all relevant times, Pacific Coast required Ms. Avalos and other aggrieved employees to incur necessary business expenses for work-related purposes but did not reimburse aggrieved employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804. Here, Pacific Coast uniformly failed to reimburse aggrieved employees for all necessary costs incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.,* (2014) 228 Cal.App.4th 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an employee needs only to show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed"].) Accordingly, due Pacific Coast's uniform failure to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and applicable Wage Orders, Ms. Avalos and other aggrieved employees would be entitled to civil penalties under Labor Code § 2699(f)(2), and attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Pursuant to Labor Code § 2699.3(a)(2)(A), please advise within sixty-five (65) calendar days of the date of this notice whether your office intends to investigate the violations alleged herein above. We understand that if we do not receive a response from your office within sixty-five (65) calendar days of this PAGA Notice, Ms. Avalos may thereafter pursue her interests and the interests of similarly aggrieved employees with a civil complaint against Pacific Coast for its violations of the California Labor Code and applicable Wage Orders.

While we intend to pursue a PAGA representative and/or Class Action lawsuit against Pacific Coast for unpaid wages and civil penalties under Labor Code § 2699, our firms' policy is to attempt to negotiate an early resolution of all matters where possible and beneficial to all aggrieved employees. If Pacific Coast is interested in resolving this matter, please contact me or have your lawyer contact our offices to discuss an informal discovery plan and the possibility of early mediation on or before **October 1, 2025**.

Respectfully submitted,

FALAKASSA LAW, P.C.
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