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Attorneys for Plaintiff,
NASARIO TOMAS SALAZAR on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

NASARIO TOMAS SALAZAR, an individual,) Case No.: **CVRI 2600223**
on behalf of himself, all aggrieved employees,)
and the State of California as a Private)
Attorneys General,)

Plaintiff,

vs.

**REPRESENTATIVE ACTION
COMPLAINT**

RUDOLPH FOODS COMPANY, INC., an
Ohio corporation, and DOES 1-50, inclusive,

Defendant.

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.***

1 Plaintiff NASARIO TOMAS SALAZAR brings this PAGA representative action
2 complaint on behalf of himself, all aggrieved employees, and the State of California as a Private
3 Attorneys General, and alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff NASARIO TOMAS SALAZAR worked as an employee for Defendant
6 RUDOLPH FOODS COMPANY, INC. and Does 1-50 (hereinafter “Defendant”). Defendant
7 operates a food production and packaging company. Plaintiff NASARIO TOMAS SALAZAR is
8 a former employee of Defendant, where he worked from approximately May 19, 2019, until
9 August 29, 2025. Plaintiff worked as a fryer performing tasks including frying foods and cleaning
10 at Defendant’s Riverside, California location during the statutory period. Plaintiff brings this
11 action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698
12 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees of
13 Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

14 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
15 willful and intentional employment practices and policies. Plaintiff brings this representative
16 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
17 California, based upon the claims articulated below. Plaintiff provided notice of his claims
18 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
19 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
20 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
21 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
22 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

23 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
24 worked, including overtime hours worked; (2) failing to properly calculate overtime wages; (3)
25 failing to properly calculate and pay sick leave wages; (4) failing to pay all wages owed twice per
26 month; (5) failing to pay minimum wage; (6) failing to permit compliant meal breaks; (7) failing
27 to provide rest breaks; (8) failing to provide proper cool-down rest periods; (9) failure to provide
28 safe working conditions – excessive heat; and (10) failing to provide accurate itemized wage

1 statements and violating record keeping requirements. Defendant is therefore liable for civil
2 penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor
3 Code §2698 *et seq.*, as described more fully herein.

4 **THE PARTIES**

5 4. Plaintiff NASARIO TOMAS SALAZAR is a resident of the State of California and is a
6 former employee of Defendant.

7 5. Defendant RUDOLPH FOODS COMPANY, INC., is an Ohio corporation authorized
8 to do business and doing business in California with the capacity to sue and to be sued, and doing
9 business, in the county of Riverside State of California.

10 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
12 informed and believes and thereon alleges that said Defendant is legally responsible for the
13 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
14 will amend this complaint when their true names and capabilities are ascertained.

15 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
16 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
17 of the representative class, and exercised control over their wages, hours, and working conditions.
18 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
19 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
20 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
21 to the other Defendants.

22 **JURISDICTION AND VENUE**

23 8. Venue is proper in this judicial district because Defendant conducts business in this
24 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
25 in this case that arose in this county.

26 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
27 the Superior Court and will be established according to proof at trial. Based on information,
28 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for

monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars (\$35,000).

10. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. During the relevant time-period, Defendant committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

12. This representative action represents over fifty current and former aggrieved employees.

13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendant engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

14. Plaintiff and all current and former hourly, nonexempt employees in California within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

15. Plaintiff was personally subjected to and observed the unlawful wage and hour practices complained of herein. For example, Plaintiff was required to work off the clock, work through meal and rest periods without compensation, received pay stubs that failed to accurately reflect his hours and premium wages, and was not paid final wages upon separation. These violations occurred pursuant to uniform policies implemented by Defendant across its workforce.

16. Defendant, and each of them, have committed the following violations of the California Labor Code:

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

1 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
2 incorporates said paragraphs herein by reference.

3 18. The Wage Orders define “hours worked” as “the time during which an employee is
4 subject to the control of an employer, and including all the time the employee is suffered or
5 permitted to work, whether or not required to do so.” Defendant has been engaged in many
6 unlawful employment practices which resulted in underpayment for hours worked each pay period,
7 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
8 the required minimum wage for all hours worked, and failed to pay overtime, sick pay, premium
9 wages, and vacation wages at the correct regular rate of pay.

10 19. Off-the-Clock Hours Worked- Waiting in Required Lines. Plaintiff and aggrieved
11 employees were required to report to the timeclocks to clock in prior proceeding to their
12 workstations. However, numerous employees came on shift at the same time which resulted in
13 many employees waiting in required lines to clock in for work to use the timeclock. This time
14 spent walking and waiting in required lines was required by Defendant prior to each shift and when
15 clocking back in for lunch and was essential and required before employees could begin and/or
16 resume working on the clock.

17 20. Plaintiff and his coworkers were also required to work off the clock performing various
18 tasks, which took between 10-20 minutes.

19 21. Plaintiff and aggrieved employees have been employed under conditions prohibited by
20 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
21 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

22 **Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages**

23 (Cal. Lab. Code §§218, 510 *et. seq.*, 1194, 2698 *et seq.*)

24 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
25 incorporates said paragraphs herein by reference.

26 23. Defendant pays additional compensation such as shift premiums and/or
27 nondiscretionary bonuses to its hourly, non-exempt employees.
28

1 24. It is well established that nondiscretionary bonuses retroactively increase the
2 employee's "regular rate" of pay for purposes of calculating overtime. (Labor Code §207) The
3 "regular rate" is calculated by dividing the hours worked in a week by all the compensation earned
4 for that week. When an employee is later paid a bonus that is partly due to work performed in that
5 week, this additional pay must be added into the total compensation for the week, increasing the
6 employee's regular rate of pay. (Marin v. Costco Wholesale Corp. (2008) 169 CA4th 804, 807.)
7 In this instance, these nondiscretionary payments were not incorporated into Plaintiff or aggrieved
8 employees' regular rate of pay for purposes of calculating overtime, sick pay, vacation wages, or
9 meal and rest period premium pay, resulting in underpaid overtime wages.

10 25. Due to these failures, Defendant is liable under Labor Code §218, 510 and 2698 *et seq.*
11 for failure to pay properly calculate and pay overtime wages as required by law.

12 **Failure to Properly Calculate and Pay Sick Leave Wages- Regular Rate**

13 (Cal. Lab. Code §§ 246, and 2698 *et seq.*)

14 26. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporates said paragraphs herein by reference.

16 25. Employers must calculate paid sick leave for non-exempt employees in one of two
17 ways:

- 18 1) Paid sick time for nonexempt employees shall be calculated in the same manner as
19 the regular rate of pay for the workweek in which the employee uses paid sick time,
20 whether or not the employee actually works overtime in that workweek; [or]
- 21 2) Paid sick time for nonexempt employees shall be calculated by dividing the
22 employee's total wages, not including overtime premium pay, by the employee's
23 total hours worked in the full pay periods of the prior 90 days of employment. Labor
24 Code § 246 (l)

25 26. Defendant pays additional compensation including nondiscretionary bonuses as
26 discussed above. However, Plaintiff and aggrieved employees were paid sick leave wages at their
27 base hourly rates of pay, which is less than required under either of the two alternative methods of
28 calculation provided by Labor Code section 246(l).

1 27. Due to these failures, Defendant is liable under Labor Code §246 and 2698 *et seq.* for
2 failure to properly calculate and pay sick leave wages as required by law.

3 **Failure to Pay All Wages Owed Twice Per Month**

4 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

5 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
6 incorporates said paragraphs herein by reference.

7 29. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
8 twice during each calendar month pursuant to Labor Code §204(a).

9 30. Defendant failed to pay all wages earned to employees as a result of the unlawful
10 employment policies and practices discussed herein. As a result of these practices, employees were
11 underpaid for hours worked, including overtime and penalty wages, and this underpayment
12 resulted in a failure to pay all wages owed twice per month.

13 31. Due to these failures, Defendant is liable under Labor Code §204, 210 and 2698 *et seq.*
14 for failure to pay wages as required by law.

15 **Failure to Pay Minimum Wage**

16 (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

17 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporates said paragraphs herein by reference.

19 33. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
20 to suffer or permit a California employee to work without paying wages at the proper minimum
21 wage for all time worked as required by the applicable IWC Wage Order.

22 34. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
23 result of Defendant's practices described above. Based on Defendant's unlawful conduct described
24 herein, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
25 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
26 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
27 the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699
28 *et seq.*

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1 41. The rest period requirement obligates employers to permit and authorize employees to
2 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
3 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
4 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
5 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
6 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
7 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
8 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
9 pay at the employee's regular rate of compensation for each work day that the rest period is not
10 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
11 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
12 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
13 rest area and cannot include time it takes to get to and from the rest area). The employer must show
14 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
15 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
16 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
17 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
18 clearly communicate the authorization and permission [to take rest periods] to their employees.").

19 42. Defendant did not authorize or permit all of its hourly employees to take at least a ten
20 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
21 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
22 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
23 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
24 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

25 43. Rest break- Walk Time. Rest breaks were consistently under 10 minutes because
26 employees were required to return back to their workstations within 10-12 minutes. However, the
27 break facility was located at least 3 minutes away from the work areas, significantly cutting into
28 employees' required 10 minute "net" rest breaks. Rest breaks were also noncompliant because

1 Defendant did not provide suitable resting facilities as required under the wage order. Defendant
2 did not authorize or permit all of its hourly employees to take at least a ten minute rest period in
3 which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as
4 required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed
5 Defendant failed to pay the 1-hour premium, as required.

6 **Failure to Provide Proper Cool-Down Rest Periods**

7 (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*)

8 44. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporates said paragraphs herein by reference.

10 45. Labor Code section 226.7, subdivision (c) provides:

11 1) If an employer fails to provide an employee a... recovery period in
12 accordance with a state ., law, including, but not limited to an applicable statute or
13 applicable regulation, standard, or order of the Occupational Safety and Health
14 Standards Board, or the Division of Occupational Safety and Health, the employer
15 shall pay the employee one additional hour of pay at the employee's regular rate of
16 compensation for each workday that the meal or rest or recovery period is not
17 provided.

18 46. Defendant required Plaintiff and aggrieved employees to consistently work in in
19 temperatures far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool down
20 period opportunities. Because the break room was a 3-4 minute walk from the work area and
21 because there was no seating provided in the work area by the Defendant, there was no opportunity
22 to be able to cool down. Plaintiff and aggrieved employees were exposed to a high risk of suffering
23 heat illness so that their life, safety, and health were jeopardized by Defendant's conduct, violating
24 California Code of Regulation, Title, section 3395 and Labor Code sections 226.7 and 1198.

25 47. Plaintiff and aggrieved employees were exposed to a high risk of suffering heat illness
26 so that their life, safety, and health were jeopardized by Defendant's conduct, violating California
27 Code of Regulation, Title, section 3395 and Labor Code sections 226.7 and 1198.
28

1 **Failure to Provide Safe Working Conditions – Excessive Heat**

2 (Cal. Labor Code §§1198, Wage Order)

3 48. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporates said paragraphs herein by reference.

5 49. Defendant's workplaces would get unsafely hot. Plaintiff and aggrieved employees
6 were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100
7 degrees. Plaintiff explains that the facility is so hot that two employees have suffered heat stroke
8 while working.

9 50. Defendant does not have proper climate control or ventilation. Plaintiff and his
10 coworkers worked in unbearable heat, and Plaintiff's complaints to his supervisor did not help.

11 51. Wage Order 1 ¶15 requires:

12 1) The temperature maintained in each work area shall provide
13 reasonable comfort consistent with industry-wide standards for the nature of the
14 process and the work performed.

15 2) If excessive heat or humidity is created by the work process, the
16 employer shall take all feasible means to reduce such excessive heat or humidity to
17 a degree providing reasonable comfort.

18 52. Plaintiff and his coworkers worked outdoors in extreme heat. They were pressured to
19 continue working in the heat until they finished their tasks even when the temperature reached
20 extreme levels. Employees were not permitted to take cool-down rest breaks nor were their shaded
21 areas available

22 53. By violating the wage order, Defendant is liable for civil penalties pursuant to §2698
23 *et. Seq.*

24 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
25 **Requirements**

26 (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

27 54. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporates said paragraphs herein by reference.

1 55. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
2 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
3 and keep accurate records as required by §1174(d).

4 56. The statements provided to Plaintiff and aggrieved employees, and the records
5 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
6 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay
7 at the correct rate, and pay for meal and rest period premium wages.

8 57. §226 (a) requires:

9 1) An employer, semimonthly or at the time of each payment of wages,
10 shall furnish to his or her employee, either as a detachable part of the check, draft,
11 or voucher paying the employee's wages, or separately if wages are paid by
12 personal check or cash, an accurate itemized statement in writing showing (1) gross
13 wages earned, (2) total hours worked by the employee, except as provided in
14 subdivision (j), (3) the number of piece-rate units earned and any applicable piece
15 rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that
16 all deductions made on written orders of the employee may be aggregated and
17 shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
18 which the employee is paid, (7) the name of the employee and only the last four
19 digits of his or her social security number or an employee identification number
20 other than a social security number, (8) the name and address of the legal entity that
21 is the employer and, if the employer is a farm labor contractor, as defined in
22 subdivision (b) of Section 1682, the name and address of the legal entity that
23 secured the services of the employer, and (9) all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly
25 rate by the employee...

26 58. Such failures caused injury to Plaintiff and others, by, among other things, impeding
27 them from knowing the total hours worked, and the amount of wages to which they are and were
28

entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

59. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

60. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment.

FIRST CAUSE OF ACTION

Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)

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

61. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporates said paragraphs herein by reference.

62. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

63. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

64. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders);
- b. Failure to Properly Calculate Overtime Rate – Failure to Pay Overtime Wages (Cal. Lab. Code §§218, 510 *et seq.*, 1194, 2698 *et seq.*)
- c. Failure to Properly Calculate and Pay Sick Leave Wages – Regular Rate (Cal. Labor Code §§246, 2698 *et seq.*)

- d. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*);
- e. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- f. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order);
- g. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders);
- h. Failure to Provide Proper Cool-down Rest Periods (Cal. Labor Code §§226.7, 1198, 2698 *et seq.*);
- i. Failure to Provide Safe Working Conditions – Excessive Heat (Cal. Labor Code §1198, Wage Order);
- j. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

65. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

66. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

67. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

68. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

69. At the time of each violation, Defendant employed one or more employees.

70. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

71. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

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- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: January 2, 2026

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff NASARIO TOMAS
10 SALAZAR, and all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325-3032

F (818) 561 - 3938

217 South Kenwood
Street

Glendale, CA 91205

www.koullaw.com

October 15, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Rudolph Foods Company, Inc.
P.O. Box 509
Lima, OH 45802

Rudolph Foods Company, Inc.
6575 Bellefontaine Rd.
Lima, OH 45804

Rudolph Foods Company, Inc.
C/O Francisco Quirarte
920 W. 4th St.
Beaumont, CA 92223

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Nasario Tomas Salazar
Employer: Rudolph Foods Company, Inc.

Dear Sir or Madam:

Nasario Tomas Salazar (“Claimant”) has retained Nazo Koulloukian, Esq. of the Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian, from Majarian Law Group, APC, to represent him, and all other aggrieved employees, for conditions of employment and wage and hour claims against his former employer, Rudolph Foods Company, Inc. (hereafter “Employer”).

Rudolph Foods Company, Inc. is a food production and packaging company. Claimant worked for Employer from May 19, 2019, until August 29, 2025. Claimant worked as a fryer performing tasks including frying foods and cleaning, at all times as an hourly nonexempt employee.

Claimant has personally experienced all labor code violations described herein. Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below, or permit Claimant to seek civil penalties under the Private

Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Comply with California Law Concerning Payment of Lawful Wage For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

Section 2(G) of Wage Order 1 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

When employees like Claimant and his coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, including being forced to wait in at timeclocks to clock in, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Off-the-Clock Hours Worked-

Claimant and aggrieved employees were then required to report to the timeclocks to clock in prior proceeding to their workstations. However, numerous employees came on shift at the same time which resulted in many employees waiting in required lines to badge through security and clock in for work to use the timeclock. This time spent walking and waiting in required lines was required by Employer prior to each shift and when clocking back in for lunch and was essential and required before employees could begin and/or resume working on the clock.

Claimant and his coworkers were also required to work off the clock performing various tasks, which took between 10-20 minutes.

Employer has violated Labor Code §§510 1194, 1198, 1199 and Wage Order 1. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Improper Calculation of Overtime Rate – Failure to Pay Overtime Wages

(Cal. Lab. Code §§218, 510 *et seq.*, 1194, 2698 *et seq.*)

Employer pays additional compensation such as shift premiums and/or nondiscretionary bonuses to its hourly, non-exempt employees.

It is well established that nondiscretionary bonuses retroactively increase the employee’s “regular rate” of pay for purposes of calculating overtime. (Labor Code §207) The “regular rate” is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus that is partly due to work performed in that week, this

additional pay must be added into the total compensation for the week, increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.) In this instance, these nondiscretionary payments were not incorporated into Claimant or aggrieved employees' regular rate of pay for purposes of calculating overtime, sick pay, vacation wages, or meal and rest period premium pay, resulting in underpaid overtime wages.

Failure to Properly Calculate and Pay Sick Leave Wages- Regular Rate

(Cal. Labor Code §§246, 2698 *et seq*)

Employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]
- (2) Paid sick time for nonexempt employees shall 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.

Labor Code § 246 (l)

Employer pays additional compensation including nondiscretionary bonuses as discussed above. However, Claimant and aggrieved employees were paid sick leave wages at their base hourly rates of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l).

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above and herein, including forcing employees to wait in long lines to clock in for work and perform work off the clock.

Based on Employer's unlawful conduct described above, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 1-2001 4(B). Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Provide Compliant Meal Breaks

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 1)

Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11 of Wage Order 1 provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

In this case, Claimant claims that although he and his coworkers frequently were given their meal breaks, they were often short because they were required to join the clock in line before the end of their 30-minute period. They were therefore not relieved of all duties because their duties included waiting in long lines while off the clock.

Claimant also complains of frequent late meal periods, which occurred weekly.

Section 11 of Wage Order 1 requires employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, "the employment of any employee... under conditions of labor prohibited by the order is unlawful." Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer never paid penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Employer has failed to maintain a policy and practice that provides or permits its employees to take off-duty rest periods as required by California law. Employees are entitled to at least a ten minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code §226.7, §512 and Wage Order 1.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(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 compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

Rest break- Walk time

Rest breaks were consistently under 10 minutes because employees were required to return back to their workstations within 10-12 minutes. However, the break facility was located at least 3 minutes away from the work areas, significantly cutting into employees' required 10 minute "net" rest breaks.

Rest breaks were also noncompliant because Employer did not provide suitable resting facilities as required under the wage order.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Provide Proper Cool-Down Rest Periods

(Cal. Labor Code §§ 226.7, 1198, 2698 et seq)

Labor Code section 226.7, subdivision (c) provides that:

If an employer fails to provide an employee a... recovery period in accordance with a state ., law, including, but not limited to an applicable statute or applicable regulation, standard, or order of the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate

of compensation for each workday that the meal or rest or recovery period is not provided.

Employer required Claimant and aggrieved employees to consistently work in temperatures far exceeding eighty (80) degrees Fahrenheit and did not provide adequate cool down period opportunities. Because the break room was a 3-4 minute walk from the work area and because there was no seating provided in the work area by the Employer, there was no opportunity to be able to cool down. Claimant and aggrieved employees were exposed to a high risk of suffering heat illness so that their life, safety, and health were jeopardized by Employer's conduct, violating California Code of Regulation, Title, section 3395 and Labor Code sections 226.7 and 1198.

Failure to Provide Safe Working Conditions
(Cal. Labor Code §1198, Wage Order 1)

Employer's workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and unventilated rooms reaching temperatures of over 100 degrees. Claimant explains that the facility is so hot that two employees have suffered heat stroke while working.

Employer does not have proper climate control or ventilation. Claimant and his coworkers worked in unbearable heat, and Claimant's complaints to his supervisor did not help.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimants and the aggrieved employees, and maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

Based on and as a result of the above-mentioned Labor Code violations, Employer maintained and issued inaccurate wage statements, failing to include required hours and overtime hours worked and misrepresenting actual regular hours worked on the final wage statement. Employer further failed to include meal and rest period penalties, thus failing the requirements of

Labor Code §226(a). Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled.

Claimant will seek penalties as permitted under Labor Code §226 for herself and other aggrieved employees for each violation. Further, Claimant will seek recovery of civil penalties under Labor Code §226.3, and PAGA, Labor Code §2698, *et seq.*, on behalf of the LWDA against the Employers if authorized to file a representative action on behalf of the State of California for Employer's paystub violations.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.

Attorney for Claimant