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SUPERIOR COURT-STOCKTON

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

STK-CV-UOE-2023- 9055

FERNANDO RANGEL,

Case No.:

Plaintiff,

COMPLAINT FOR CIVIL PENALTIES

v.

ANDRE-BOUDIN BAKERIES INC.; and
DOES 1 through 50, inclusive,

Defendants.

1. Violation of the Private Attorneys General Act, Labor Code 2698 et. seq. for Failure to Pay All Wages, including Regular and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code 2698 et. seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Payroll Records;
5. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Reimburse for Necessary Business Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment.

1 Plaintiff FERNANDO RANGEL ("Plaintiff") complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is a representative action brought pursuant to the Private Attorneys General
4 Act, Labor Code section 2698, et seq. ("PAGA") on behalf of Plaintiff and all similarly-aggrieved
5 employees who were subjected to one or more of the violations alleged herein ("Aggrieved
6 Employees") by Defendant Andre-Boudin Bakeries, Inc. ("Defendant").

7 2. The term "PAGA PERIOD" is defined as one (1) year and sixty-five (65) days
8 prior to the filing of this complaint. Plaintiff reserves the right to amend this complaint to reflect
9 a different "PAGA PERIOD" as further discovery is conducted.

10 3. "AGGRIEVED EMPLOYEES" is defined as non-exempt hourly-paid employees
11 throughout California employed by Defendant during the PAGA Period.

12 4. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
13 against Defendant for violations of numerous Labor Code provisions, including, but not limited
14 to, sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198 and 2802 for: (1) failure to
15 provide meal periods or premium compensation in lieu thereof, (2) failure to provide rest periods
16 or premium compensation in lieu thereof, (3) failure to pay all regular and overtime wages due,
17 (4) failure to provide accurate itemized wage statements and maintain accurate payroll records,
18 (5) failure to reimburse for necessary business expenditures, and (6) failure to pay all wages due
19 upon termination of employment.

20 5. At all times relevant herein Defendant has consistently maintained and enforced
21 the following unlawful policies and practices against Plaintiff:

- 22 a. Willfully refusing to pay for all hours worked, including both regular and
23 overtime wages;
- 24 b. Willfully refusing to permit off-duty meal periods or provide premium
25 compensation in lieu thereof;
- 26 c. Willfully refusing to permit rest periods or provide premium compensation in
27 lieu thereof;

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- 1 d. Willfully refusing to furnish accurate itemized wage statements and failing to
2 maintain accurate payroll records;
3 e. Willfully refusing to reimburse for necessary business expenditures; and
4 f. Willfully refusing to pay all wages due upon separation of employment.

5 **JURISDICTION AND VENUE**

6 6. This Court has subject matter jurisdiction over the causes of action alleged in this
7 complaint as a Court of general subject matter jurisdiction and is not otherwise excluded from
8 exercising subject matter jurisdiction over said causes of action. The penalties recoverable for
9 Plaintiff individually do not exceed seventy-five thousand dollars (\$75,000.00), and collectively
10 amongst all Aggrieved Employees do not exceed five million dollars (\$5,000,000.00).

11 7. Defendant, Andre-Boudin Bakeries, Inc. is a California corporation conducting
12 business in the State of California, and a substantial portion of the acts, omissions, events and
13 transactions constituting causes of action alleged herein occurred within the State of California,
14 and more specifically, in the County of San Joaquin. There is no federal question at issue, as the
15 issues herein are based solely on California statutes and law, including the Labor Code, Industrial
16 Welfare Commission ("IWC") Wage Orders, Code of Civil Procedure, Business and Professions
17 Code, and Rules of Court. By doing business in the state of California, Defendant has
18 purposefully availed themselves of the state's jurisdiction. Accordingly, as personal jurisdiction
19 over Defendant would be constitutional, California's long-arm statute provides that California
20 courts may exercise personal jurisdiction over Defendant. (Code Civ. Proc., § 410.10).

21 8. Venue is proper in the County of San Joaquin because Defendant transacts
22 substantial business in this County, and the acts or omissions giving rise to the causes of action
23 in this complaint occurred in this County.

24 **PARTIES**

25 **Plaintiff**

26 9. Plaintiff Fernando Rangel was employed by Defendant as a back house cook from
27 in or around April of 2019 until on or about July 20, 2022 at Defendant's Stockton location.
28 Throughout the PAGA Period, Plaintiff was employed by Defendant in a non-exempt, hourly

1 position. Plaintiff and Aggrieved Employees consist of identifiable, current, and/or formerly
2 similarly situated persons who worked for Defendant as hourly-paid non-exempt employees
3 during the PAGA Period.

4 **Defendant**

5 10. Plaintiff is informed and believes and based thereon alleges, that Defendant owns
6 and operates a bakery café in Stockton, California, and was the employer of Plaintiff and
7 Aggrieved Employees during the PAGA Period.

8 11. Plaintiff is ignorant of the true names, capacities, relationships and extent of
9 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
10 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
11 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
12 capacities of the DOE Defendants when that information is ascertained.

13 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
14 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
15 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
16 are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint
17 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
18 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
19 the conduct described in this complaint.

20 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
22 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
23 below was acting, at least in part, within the course and scope of that authority as such agent,
24 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
25 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
26 are legally attributable to the other Defendants.

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1 **PAGA ADMINISTRATIVE PREREQUISITE**

2 14. Plaintiff brings this case as a representative action seeking penalties for the State
3 of California in representative capacity, as provided for under PAGA, Labor Code section 2698
4 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant
5 and did not receive all regular and overtime wages due, was not provided compliant meal or rest
6 periods or premium compensation in lieu thereof, was not provided accurate itemized wage
7 statements, was not reimbursed for necessary business expenditures, and did not receive all wages
8 owed upon termination of employment.

9 15. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
10 cause of action under the PAGA only after giving the Labor Workforce Development Agency
11 (LWDA) and the employer notice of the Labor Code sections alleged to have been violated, and
12 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
13 passed without notice from the LWDA.

14 16. On June 15, 2023, prior to the filing of this complaint, Plaintiff gave written notice
15 of the specified provisions alleged to have been violated, including the facts and theories to
16 support the alleged violations, as required by Labor Code section 2699.3. This written notice was
17 given via certified mail to Defendant, and to the LWDA by electronically filing the notice via the
18 Department of Industrial Relations website. Plaintiff was given an LWDA case number of
19 LWDA-CM-962305-23. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff's
20 original notice provided to the LWDA on June 15, 2023.

21 17. More than sixty-five (65) days have elapsed since Plaintiff submitted his June 15,
22 2023 notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the
23 LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
24 Also, Plaintiff has not received notice of Defendant's intent to cure any of the alleged violations.
25 Accordingly, Plaintiff has satisfied the administrative prerequisites for filing this action.

26 **FACTUAL ALLEGATIONS**

27 18. Plaintiff and Aggrieved Employees are, and at all times during the PAGA Period
28 were, non-exempt employees within the meaning of the California Labor Code, and California

1 Wage Order 5–2001 of the Industrial Welfare Commission (“IWC Wage Order”). Defendant is,
2 and at all times during the PAGA Period was, an “employer” within the meaning of state law and
3 IWC Wage Order 5–2001.

4 19. Defendant owns and operates a bakery café in Stockton, California. During all, or
5 a portion of the PAGA Period, Plaintiff and Aggrieved Employees were employed by Defendant
6 in the State of California.

7 20. During the PAGA Period, Defendant was required to pay Plaintiff and Aggrieved
8 Employees for all hours worked as well as overtime compensation for any and all hours worked
9 in excess of eight (8) in a workday and/or forty (40) in a workweek.

10 21. Defendant failed to compensate Plaintiff and Aggrieved Employees at the legally
11 mandated wage rates for all hours worked in violation of California law.

12 22. Specifically, Defendant utilized a practice in which they required Plaintiff and
13 Aggrieved Employees to clock out for a meal period but continue working. This practice furthered
14 the unpaid wages by requiring Plaintiff and Aggrieved Employees to work for thirty minutes off
15 the clock.

16 23. Additionally, as will be discussed herein, Plaintiff and Aggrieved Employees were
17 frequently precluded from taking meal and rest periods and, on those occasions, Defendant failed
18 to compensate Plaintiff and Aggrieved Employees with premium pay of one hour of pay at their
19 regular rate of pay as required by law. Premium compensation for missed meal and rest periods
20 constitutes wages and Defendant’s failure to compensate Plaintiff and Aggrieved Employees
21 premium pay for non-compliant meal and rest periods amounts to a failure to pay all wages.

22 24. Defendant’s failure to pay Plaintiff and Aggrieved Employees for all hours worked,
23 including applicable overtime rates, as detailed above, is actionable under PAGA as a violation
24 of Labor Code sections 510 and 1194.

25 25. During the PAGA Period, Defendant was required to permit Plaintiff and
26 Aggrieved Employees to take one (1) uninterrupted thirty (30) minute meal period prior to the
27 sixth (6th) hour of work. Defendant was also required to permit Plaintiff and Aggrieved
28 Employees to take one (1) ten (10) minute rest period for every four (4) hours, or major fraction

1 thereof worked. However, due to the nature of their work, combined with the requirements and
2 demands of Defendant, Plaintiff and Aggrieved Employees were unable to take the meal and rest
3 periods to which they were entitled.

4 26. Due to the work requirements and demands of the Defendant, combined with
5 understaffing, Plaintiff and Aggrieved Employees were unable to take timely meal periods, and
6 at times were unable to take a meal period at all, and the rest periods to which they were entitled.
7 Defendant failed to implement meal and rest break policies and prioritized work responsibilities
8 over providing requisite meal and rest breaks to Plaintiff and Aggrieved Employees.

9 27. Defendant required Plaintiff and Aggrieved Employees to clock out for their meal
10 period before the commencement of their fifth hour of work, yet continue working and actually
11 take a meal period later, well after their fifth hour of work. Additionally, when meal periods were
12 provided, they were often less than thirty minutes, and Plaintiff and Aggrieved Employees were
13 prohibited from leaving the work premises.

14 28. When Plaintiff and Aggrieved Employees were not provided compliant meal
15 periods, there were not compensated with one hour of pay at their regular rate of pay as required
16 by law.

17 29. Due to the workload and demands of Defendant, combined with understaffing,
18 Plaintiff and Aggrieved Employees were unable to take their requisite rest periods. Defendant had
19 a practice and/or policy of restricting Plaintiff and Aggrieved Employees from taking rest periods
20 when it was busy and there were only two employees working in any given section.

21 30. As a result, Plaintiff and Aggrieved Employees were forced to forego a rest period
22 approximately two to three times each workweek. Plaintiff and Aggrieved Employees were not
23 compensated with one hour of pay at their regular rate of pay for each workday that a rest period
24 was not provided as required by law.

25 31. As a result of Defendant's policies and practices of failing to provide Plaintiff and
26 Aggrieved Employees with meal or rest breaks, or premium pay in lieu thereof, Defendant
27 violated Labor Code sections 226.7, 512, 1194, 1197, and the applicable IWC Wage Order, and
28 is subject to penalties under PAGA.

1 32. During the PAGA Period, Defendant was required to provide Plaintiff and
2 Aggrieved Employees with complete and accurate wage statements.

3 33. As discussed above, Plaintiff and Aggrieved Employees were not paid for all hours
4 worked or the meal and rest period premiums to which they were entitled.

5 34. Accordingly, Plaintiff and Aggrieved Employees were provided inaccurate wage
6 statements as they omitted the aforementioned hours of work and rates of pay. Therefore,
7 Defendant furnished Plaintiff and Aggrieved Employees wage statements with an inaccurate
8 number of hours worked, inaccurate gross and net wages, and inaccurate corresponding number
9 of hours worked at each hourly rate.

10 35. Defendant's conduct is not compliant with Labor Code sections 226 and 1174 and
11 is therefore actionable under PAGA.

12 36. During the PAGA Period, Defendant was required to reimburse Plaintiff and
13 Aggrieved Employees for any and all necessary business expenditures.

14 37. Defendant required Plaintiff and Aggrieved Employees to wear uniforms,
15 including a shirt bearing Defendant's name and logo. Defendant also required Mr. Rangel and
16 aggrieved employees to wash and maintain said uniforms on their own time and at their own
17 expense.

18 38. Defendant failed or refused to reimburse Plaintiff and Aggrieved Employees for
19 the cost of uniform maintenance which is violative of Labor Code section 2802 and is therefore
20 subject to penalties under PAGA.

21 39. At the time of Plaintiff's and any of the Aggrieved Employees separation from
22 employment, Defendant was required to compensate them for all wages earned and owed,
23 including meal and rest period premiums.

24 40. Defendant failed to compensate Plaintiff and Aggrieved Employees for all wages
25 owed at the time their employment ended as Plaintiff and Aggrieved Employees were not paid
26 for all hours worked. Plaintiff and Aggrieved Employees were also owed compensation in the
27 form of premium pay for the times they did not receive compliant meal and rest periods.

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1 41. Defendant's failure to pay Plaintiff and Aggrieved Employees timely upon
2 termination of their employment is in violation of Labor Code sections 201-203 and is subject to
3 penalties under PAGA.

4 42. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
5 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
6 as a representative of the general public to enforce California's labor laws, and the penalty
7 provisions identified in Labor Code section 2699.5.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES**

10 **(Labor Code §§ 204, 510, 1194 and 1197)**

11 **(Plaintiff Against All Defendants)**

12 43. Plaintiff realleges and incorporates by reference all preceding paragraphs⁵ as
13 though fully set forth herein.

14 44. Pursuant to Labor Code section 204, subdivision (a), "[a]ll wages ... earned by
15 any person in any employment are due and payable twice during each calendar month."

16 45. Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving
17 less than the legal minimum wage or the legal overtime compensation applicable to the employee
18 is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
19 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
20 suit."

21 46. Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of
22 eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be
23 compensated at the rate of no less than one and one-half times the regular rate of pay for an
24 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less
25 than twice the regular rate of pay for an employee."

26 47. Defendant scheduled Plaintiff and Aggrieved Employees to regularly work more
27 than eight (8) hours in a workday and over forty (40) hours each workweek. However, Plaintiff
28 and Aggrieved Employees were not compensated for all hours worked because of Defendant's

practice of requiring Plaintiff and Aggrieved Employees to clock out for a meal period and continue working. Defendant's practice resulted in Plaintiff and Aggrieved Employees often times working off the clock for thirty minutes. To the extent that Mr. Rangel and aggrieved employees already worked eight hours that workday or forty hours that workweek, the thirty minutes of pay is compensable at the applicable overtime wage rate.

48. Further, when Plaintiff and Aggrieved Employees did not receive compliant meal and/or rest periods, Defendant failed to compensate them with premium pay as required by law.

49. Thus, Defendant failed to compensate Plaintiff and Aggrieved Employees for all hours worked in violation of Labor Code sections 510 and 1194, and is subject to penalties under PAGA.

50. By virtue of Defendant's failure to pay Plaintiff and Aggrieved Employees all wages due, Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations incurring civil penalties, the amount of which are presently unknown, but will be ascertained according to proof at trial.

51. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has provided no cure notice, and has not taken any steps of corrective action to remedy the allegations set forth above. Accordingly, pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor Code sections 204, 510, 1194, and 1197 during the PAGA Period, in an amount according to proof, that would otherwise only be collected through public agency enforcement actions by the Labor Commission, the LWDA and/or the DLSE.

52. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all

1 Aggrieved Employees.

2 53. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
3 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
6 **PREMIUM COMPENSATION IN LIEU THEREOF**

7 **(Labor Code §§ 226.7 and 512)**

8 **(Plaintiff Against All Defendants)**

9 54. Plaintiff realleges and incorporates by reference all preceding paragraphs as
10 though fully set forth herein.

11 55. Labor Code sections 226.7 and 512 and Industrial Welfare Commission (IWC)
12 Wage Order No. 5-2001, section 11, provide that no employer shall employ any person for a
13 work period of more than five (5) hours without providing an uninterrupted meal period of at least
14 thirty (30) minutes.

15 56. Labor Code section 226.7 provides that if an employer fails to provide an
16 employee a meal period in accordance with this section, the employer shall pay the employee one
17 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
18 period is not provided in accordance with this section.

19 57. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
20 than five (5) hours in a workday.

21 58. Plaintiff alleges that Defendant failed or refused to provide legally compliant meal
22 periods by failing to relieve Plaintiff and Aggrieved Employees from all work duties to allow for
23 timely and uninterrupted meal periods. Defendant's intentional conduct denied Plaintiff and
24 Aggrieved Employees their lawfully required meal periods. Moreover, Defendant did not
25 compensate Plaintiffs and Aggrieved Employees for their missed meal periods with one hour of
26 regular pay as required by law.

27 59. IWC Wage Order No. 5-2001 section 11(A), provides that if an employee is not
28 relieved of all duties during a thirty (30) minute meal period, the meal period is considered "on

1 duty” and counts as time worked. “On duty” meal periods are only permitted when the nature of
2 the work prevents an employee from being relieved of all duties, in which case a written
3 agreement between the employer and employee for an on duty paid meal period is required.

4 60. Here, neither of those requirements are met. The nature of Plaintiff’s and
5 Aggrieved Employees’ work duties did not prevent them from being relieved in order to take
6 timely and uninterrupted meal breaks. Plaintiff’s and Aggrieved Employees’ job duties could be
7 paused for thirty (30) minutes or could be performed by another employee during their meal
8 breaks, and Defendant failed to implement a work schedule that would allow Plaintiff and
9 Aggrieved Employees to take their meal periods, and prioritized work tasks over meal period
10 compliance. Plaintiff and Aggrieved Employees never agreed to waive their meal periods, nor
11 were they asked by Defendant to sign a waiver.

12 61. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner
13 as to ensure provision of proper meal periods and instructed them to take their first meal period
14 before their sixth (6th) hour of work had commenced, but were required to continue working and
15 actually take a meal period later, well after their sixth (6th) hour of work, and sometimes not at
16 all. Additionally, when meal periods were provided, they were often less than 30 minutes and
17 Plaintiff and Aggrieved Employees were not permitted to leave the work premises.

18 62. Defendant denied Plaintiff and Aggrieved Employees uninterrupted duty-free
19 meal periods resulting in Plaintiff and Aggrieved Employees being forced to work during meal
20 periods or forego them altogether. Further, Defendant failed to provide premium compensation
21 to Plaintiff and Aggrieved Employees in lieu of their meal periods. As such, Defendant
22 intentionally and improperly denied meal periods to Plaintiff and Aggrieved Employees in
23 violation of Labor Code sections 226.7 and 512 and IWC Wage Order No. 5–2001, and is subject
24 to penalties under PAGA.

25 63. By virtue of Defendant’s violation of the provisions of Labor Code sections 226.7
26 and 512, Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing
27 violations incurring civil penalties, the amount of which are presently unknown, but will be
28 ascertained according to proof at trial.

64. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the first initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

65. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has provided no cure notice, and has not taken any steps of corrective action to remedy the allegations set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties for violations of Labor Code sections 226.7 and 512 during the PAGA Period, in an amount according to proof, that would otherwise only be collected through public agency enforcement actions by the Labor Commission, the LWDA and/or the DLSE.

66. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all Aggrieved Employees.

67. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(Plaintiff Against All Defendants)

68. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

1 69. Labor Code section 226.7 and IWC Wage Order No. 5–2001, section 12, require
2 that employers permit all employees to take a ten (10) minute rest period for every four (4) hours
3 worked, or major fraction thereof. Further, when an employer fails to provide an employee with
4 required rest periods, the employer must pay the employee one (1) hour of pay at the employee's
5 regular rate of pay for each workday that at a required rest period is not provided.

6 70. Plaintiff alleges that Defendant failed or refused to provide legally complaint rest
7 periods by failing to relieve Plaintiff and Aggrieved Employees from all work duties thereby
8 preventing employees from taking the requisite rest periods. In fact, Defendant had a policy of
9 restricting Plaintiff and Aggrieved Employees from taking rest periods when it was busy and there
10 were only two employees working in any given section. As a result, Defendant's intentional
11 conduct denied Plaintiff and Aggrieved Employees lawfully required rest periods resulting in
12 Plaintiff and Aggrieved Employees being forced to forego a rest period approximately two to
13 three times each workweek. Moreover, Defendant did not compensate Plaintiff and Aggrieved
14 Employees for their missed rest periods with one hour of regular pay as required by law.

15 71. During the PAGA Period Plaintiff and Aggrieved Employees worked more than
16 four (4) hours in a workday and Defendant failed to schedule Plaintiff and Aggrieved Employees
17 in such a manner as to ensure that they could take proper rest periods as required by law.

18 72. Defendant therefore denied Plaintiff and Aggrieved Employees rest periods
19 resulting in Plaintiff and Aggrieved Employees being forced to work during rest periods or forego
20 them altogether. Further, Defendant failed to provide premium compensation to Plaintiff and
21 Aggrieved Employees in lieu of their rest periods. As such, Defendant intentionally and
22 improperly denied rest periods to Plaintiff and Aggrieved Employees in violation of Labor Code
23 section 226.7 and IWC Wage Order No. 5–2001, and is subject to penalties under PAGA.

24 73. By virtue of Defendant's violation of the provisions of Labor Code section 226.7,
25 Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations
26 incurring civil penalties, the amount of which are presently unknown, but will be ascertained
27 according to proof at trial.

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1 74. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved
2 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
3 initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

4 75. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
5 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has
6 provided no cure notice, and has not taken any steps of corrective action to remedy the allegations
7 set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiff,
8 individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties
9 for violations of Labor Code section 226.7. Plaintiff, individually and on behalf of the Aggrieved
10 Employees and the State of California, seeks penalties for violations of Labor Code section 226.7
11 during the PAGA Period, in an amount according to proof, that would otherwise only be collected
12 through public agency enforcement actions by the Labor Commission, the LWDA and/or the
13 DLSE.

14 76. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
17 only available to public agency enforcement actions. Funds recovered will be distributed in
18 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
19 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
20 Aggrieved Employees.

21 77. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
22 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

23 /-/

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FOURTH CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE
STATEMENTS**

(Labor Code §§ 226 and 1174)

(Plaintiff Against All Defendants)

78. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

79. Labor Code section 1174 requires employers to keep accurate payroll records. Labor Code section 226, subdivision (a), requires that "at the time of each payment of wages," employers furnish employees with "an accurate itemized statement" that includes, inter alia, gross wages earned, total hours worked, net wages earned, the name of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

80. An employee is deemed to suffer injury if the employer fails to provide a wage statement containing all of the required information set forth in Labor Code section 226, subdivision (a). (Lab. Code § 226, subd. (e)(2)). Plaintiff alleges that Defendant knowingly and intentionally failed to provide Plaintiffs and Aggrieved Employees wage statements in compliance with Labor Code section 226, because said statements reflected an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

81. In particular, Defendant failed to include the appropriate hours, wages, and remuneration for its failure to provide Plaintiff and Aggrieved Employees meal and rest periods or premium compensation in lieu thereof, overtime compensation pursuant to the provisions of Labor Code section 510, and for any hours and wages for work Plaintiffs and Aggrieved Employees were not compensated for due to Defendant's practice of requiring Plaintiff and Aggrieved Employees to work for thirty minutes off-the-clock. To the extent that Plaintiff and Aggrieved Employees worked more than eight (8) hours in a workday or forty (40) hours in a workweek, they were entitled to overtime wages that were not included on their wage statements.

1 Finally, Defendant omitted premium compensation that was due to Plaintiff's and Aggrieved
2 Employees for missed meal and rest periods.

3 82. Consequently, Plaintiff and Aggrieved Employees' wage statements reflected an
4 inaccurate total number of hours worked and inaccurate gross and net wages earned in violation
5 of Labor Code sections 226 and 1174, which is therefore subject to penalties under PAGA.

6 83. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
7 of Section 226 shall be subject to a civil penalty in the amount of two hundred and fifty dollars
8 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000.00) per
9 employee for each violation in a subsequent citation, for which the employer fails to provide the
10 employee a wage deduction statement or fails to keep the records required in subdivision (a) of
11 Section 226. The civil penalties provided for in this section are in addition to any other penalty
12 provided by law.

13 84. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
14 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has
15 provided no cure notice, and has not taken any steps of corrective action to remedy the allegations
16 set forth above. Accordingly, pursuant to Labor Code sections 2699.5 and 2699.3, Plaintiff,
17 individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties
18 for violations of Labor Code sections 226 and 1174. Plaintiff, individually and on behalf of the
19 Aggrieved Employees and the State of California, seeks penalties for violations of Labor Code
20 sections 226 and 1174 during the PAGA Period, in an amount according to proof, that would
21 otherwise only be collected through public agency enforcement actions by the Labor Commission,
22 the LWDA and/or the DLSE.

23 85. Plaintiff, as a personal representative of the general public, will and does seek to
24 recover any and all penalties for each and every violation shown to exist or to have occurred
25 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
26 only available to public agency enforcement actions. Funds recovered will be distributed in
27 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
28 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all

1 Aggrieved Employees.

2 86. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
3 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE FOR NECESSARY**

6 **BUSINESS EXPENDITURES**

7 **(Labor Code § 2802)**

8 **(Plaintiff Against All Defendants)**

9 87. Plaintiff realleges and incorporates by reference all preceding paragraphs as
10 though fully set forth herein.

11 88. Labor Code section 2802, subdivision (a), provides that "[a]n employer shall
12 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
13 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
14 directions of the employer."

15 89. Defendant required Plaintiff and Aggrieved Employees to wear uniforms and wash
16 and maintain them on their own time and at their own expense. Defendant's failure to reimburse
17 Plaintiff and Aggrieved Employees for the aforementioned necessary business expenditures is in
18 violation of Labor Code section 2802, and is subject to penalties under PAGA.

19 90. By virtue of Defendant's violation of the provisions of Labor Code section 2802,
20 Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing violations
21 incurring civil penalties, the amount of which are presently unknown, but will be ascertained
22 according to proof at trial.

23 91. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved
24 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
25 initial violation and two hundred dollars (\$200.00) per pay period for each subsequent violation.

26 92. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
27 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has
28 provided no cure notice, and has not taken any steps of corrective action to remedy the allegations

1 set forth above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiff,
2 individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties
3 for violations of Labor Code section 2802 during the PAGA Period, in an amount according to
4 proof, that would otherwise only be collected through public agency enforcement actions by the
5 Labor Commission, the LWDA and/or the DLSE.

6 93. Plaintiff, as a personal representative of the general public, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
9 only available to public agency enforcement actions. Funds recovered will be distributed in
10 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
11 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
12 Aggrieved Employees.

13 94. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
14 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

15 **SIXTH CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES DUE UPON**

17 **SEPARATION OF EMPLOYMENT**

18 **(Labor Code §§ 201, 202 and 203)**

19 **(Plaintiff Against All Defendants)**

20 95. Plaintiff realleges and incorporates by reference all preceding paragraphs as
21 though fully set forth herein.

22 96. Labor Code section 201, subdivision (a), states that "[i]f an employer discharges
23 an employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately."

25 97. Pursuant to Labor Code section 202, subdivision (a), "[i]f an employee not having
26 a written contract for a definite period quits his or her employment, his or her wages shall become
27 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
28 previous notice of his or her intention to quit, in which case the employee is entitled to his or her

1 wages at the time of quitting.”

2 98. At the time that Plaintiff’s and any of the Aggrieved Employees’ employment
3 ended, they were entitled to timely compensation of regular and overtime wages for all hours
4 worked, premium compensation for all missed meal and rest periods and reimbursement for work
5 expenses described herein.

6 99. Defendant failed or refused to compensate Plaintiff and Aggrieved Employees for
7 all hours worked, any missed meal or rest periods, and reimbursement for work expenses
8 described herein. As a result of Defendant’s failure to do so, Plaintiff and Aggrieved Employees
9 have suffered, and continue to suffer, injury which will be ascertained according to proof at trial.

10 100. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiff and Aggrieved
11 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
12 initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

13 101. Pursuant to Labor Code section 203, subdivision (a), “[i]f an employer willfully
14 fails to pay ... any wages of any employee who is discharged or who quits, the wages of the
15 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
16 an action therefor is commenced; but the wages shall not continue for more than 30 days.” Labor
17 Code section 256 provides for civil penalties not exceeding 30 days’ pay at the employees’ same
18 rate of pay.

19 102. More than sixty-five (65) days have elapsed since Plaintiff provided notice to the
20 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has
21 provided no cure notice, and has not taken any steps of corrective action to remedy the allegations
22 set forth above. Accordingly, pursuant to Labor Code sections 2699.5 and 2699.3, Plaintiff,
23 individually and on behalf of the Aggrieved Employees and the State of California, seeks penalties
24 for violations of Labor Code sections 201 and 203 during the PAGA Period, in an amount
25 according to proof, that would otherwise only be collected through public agency enforcement
26 actions by the Labor Commission, the LWDA and/or the DLSE.

27 103. Plaintiff, as a personal representative of the general public, will and does seek to
28 recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
2 only available to public agency enforcement actions. Funds recovered will be distributed in
3 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
4 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
5 Aggrieved Employees.

6 104. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
7 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

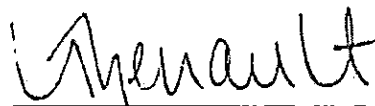
8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgment as follows:

- 10 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as
11 provided by law, including, but not limited to, those civil penalties provided by statute
12 and provided by PAGA, and for unpaid wages;
- 13 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
14 subdivision (g), and any other statutory basis or pursuant to the California Rules of
15 Court;
- 16 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and
17 any other statutory basis; and
- 18 4. For all such other and further relief as the Court may deem just and proper.
- 19
20

21 Dated: August 17, 2021

MAHONEY LAW GROUP, APC

22 
23

24 Kevin Mahoney, Esq.
25 Laura Theriault, Esq.
26 Attorneys for Plaintiff FERNANDO
27 RANGEL
28

EXHIBIT A



Laura Theriault, Esq.
562.590.5550 Phone
562.590.8400 Facsimile
ltheriault@mahoney-law.net

June 15, 2023

VIA Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

VIA CERTIFIED MAIL #7022 2410 0000 2418 5163

Return Receipt Requested

Andre-Boudin Bakeries, Inc.
50 Francisco Street, Suite 200
San Francisco, CA 94133

VIA CERTIFIED MAIL #7022 2410 0000 2418 5170

Return Receipt Requested

Mark L. Briggs – Agent for Service of Process
50 Francisco Street, Suite 200
San Francisco, CA 94133

Re: Fernando Rangel v. Andre-Boudin Bakeries, Inc.

NOTICE OF LABOR CODE VIOLATIONS
PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.

To: Labor and Workforce Development Agency; Andre-Boudin Bakeries, Inc.

From: Fernando Rangel, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Fernando Rangel ("Mr. Rangel"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Andre-Boudin Bakeries, Inc. ("Employer") is a California corporation. Mr. Rangel began working for Employer in or around April of 2019 until on or about July 20, 2022.

Mr. Rangel alleges that Employer violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802 by:

- a) failing to pay Mr. Rangel and aggrieved employees all wages owed, including overtime wages,
- b) failing to provide Mr. Rangel and aggrieved employees with compliant meal periods or premium compensation in lieu thereof,
- c) failing to provide Mr. Rangel and aggrieved employees with rest periods or premium compensation in lieu thereof,
- d) failing to provide Mr. Rangel and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records,
- e) failing to reimburse Mr. Rangel and aggrieved employees for necessary business expenditures, and
- f) failing to pay all wages earned and owed upon termination or separation of employment.

Mr. Rangel and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Employer Failed to Pay Mr. Rangel and Aggrieved Employees for All Hours Worked

Pursuant to Labor Code section 1194, subdivision (a), "any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 510, subdivision (a), provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee."

Employer failed to compensate Mr. Rangel and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. As will be discussed herein, Mr. Rangel and aggrieved employees were frequently precluded from taking meal and rest periods and, on those occasions, Employer failed to compensate Mr. Rangel and aggrieved employees with premium pay of one hour of pay at their regular rate of pay as required by law. Premium compensation for missed meal and rest periods constitutes wages and Employer's failure to compensate Mr. Rangel and aggrieved employees premium pay for non-compliant meal and rest periods amounts to a failure to pay all wages.

Additionally, Employer often required Mr. Rangel and aggrieved employees to clock out for a meal period but continue working. Employer's practice of requiring Mr. Rangel and aggrieved employees to work for thirty minutes off-the-clock resulted in further unpaid wages. To the extent that Mr. Rangel and aggrieved employees already worked eight hours that workday or forty hours that workweek, the thirty minutes of pay is compensable at the applicable overtime wage rate.

Employer's failure to pay Mr. Rangel and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer Failed to Provide Mr. Rangel and Aggrieved Employees with Compliant Meal Periods or Premium Compensation in Lieu Thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Due to the business demands of Employer, combined with understaffing, Mr. Rangel and aggrieved employees were precluded from taking timely, uninterrupted meal periods within the first five hours of their shift. Employer required Mr. Rangel and aggrieved employees to clock out for a meal period before their fifth hour of work yet continue working and actually take a meal period later, well after their fifth hour of work. Additionally, when meal periods were provided, they were often less than thirty minutes.

Employer also had a policy of prohibiting Mr. Rangel and aggrieved employees from leaving the work premises during their meal periods.

When Mr. Rangel and aggrieved employees were not provided with compliant meal periods, there were not compensated with one hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer Failed to Provide Mr. Rangel and Aggrieved Employees with Compliant Rest Periods or Premium Compensation in Lieu Thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of Employer, combined with understaffing, Mr. Rangel and aggrieved employees were unable to take their requisite rest periods. Employer had a policy of restricting Mr. Rangel and aggrieved employees from taking rest periods when it was busy and there were only two employees working in any given section. As a result, Mr. Rangel and aggrieved employees were forced to forego a rest period approximately two to three times each workweek. Mr. Rangel and aggrieved employees were not compensated with one hour of pay at their regular rate of pay for each workday that a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer Failed to Provide Mr. Rangel and Aggrieved Employees with Accurate Itemized Wage Statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Mr. Rangel and aggrieved employees for all hours worked, Employer provided wage statements that were incomplete and inaccurate. Specifically, said wage statements reflected an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer Failed to Reimburse Mr. Rangel and Aggrieved Employees for Necessary Business Expenditures

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Employer required Mr. Rangel and aggrieved employees to wear uniforms, including a shirt bearing Employer's name and logo. Employer also required Mr. Rangel and aggrieved employees to wash and maintain said uniforms on their own time and at their own expense. Employer's failure to reimburse Mr. Rangel and aggrieved employees for all necessary business expenditures, specifically washing and maintaining their uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

F. Employer Failed to Pay Mr. Rangel and Aggrieved Employees All Wages Earned and Owed Upon Separation of Employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time that Mr. Rangel and Aggrieved Employees resigned or were terminated, Employer failed to compensate them for all wages earned and owed as well as for meal and rest premiums and reimbursement for work expenses as described herein.

Labor Code section 203, subdivision (a), states that "[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Accordingly, Mr. Rangel and Aggrieved Employees are entitled to thirty days of waiting time penalties.

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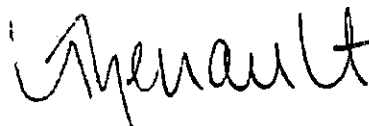
G. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Rangel becomes aware of additional compensation owed or losses incurred by Mr. Rangel or by any other aggrieved employee of the Employer, Mr. Rangel expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.
MAHONEY LAW GROUP, APC