

Blake R. Jones (SBN 211221)
blake@blakejones.law
BLAKE JONES LAW, PC
355 South Grand Avenue
Suite 2450 - #2052
Los Angeles, CA 90071
Tel: (323) 576-3221

Attorneys for Plaintiff TaLeaha Rivera

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/22/2023 12:01 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CELIA FORD, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

WILDFLOUR BAKERY AND CAFÉ, LLC,
an unknown business entity; KANAN
BAKING CO., an unknown business entity;
GREG YULISH, an individual; and DOES 1
through 10, inclusive;

Defendants.

CASE NO.: **23STCV20084**

**COMPLAINT FOR VIOLATIONS OF THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 ET SEQ.)**

1 Plaintiff CELIA FORD, on behalf of herself and all others similarly situated, alleges as
2 follow:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative enforcement action under the Private Attorneys
5 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of herself and all other
6 current or former employees of Defendants in California that suffered at least one or more of the
7 Labor Code violations alleged herein within the applicable statute of limitations up to the time this
8 action is brought to trial (“Aggrieved Employees”).

9 2. All allegations in this Compliant are based upon information and belief except those
10 allegations specifically pertaining to Plaintiff and/or her counsel, which are based upon personal
11 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have
12 evidentiary support after reasonable opportunity for further investigation and formal discovery.

13 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage
14 and hour violations under the California Labor Code and the applicable Industrial Welfare
15 Commission (“IWC”) Wage Order, including:

- 16 a. failing to maintain accurate required records;
- 17 b. failing to pay minimum wages for all hours worked;
- 18 c. failing to pay overtime wages for all overtime hours worked;
- 19 d. failing to provide compliant meal;
- 20 e. failing to provide complaint rest periods;
- 21 f. failing to provide accurate itemized wage statements; and,
- 22 g. failing to pay all wages that were due and owing during employment and
23 upon separation of employment.

24 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code
25 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194,
26 1194.2, 1197, 1197.1, 1198, 2699, 2802, 2810.5, and the applicable IWC Wage Order §§ 3-4, 7, 9,
27 and 11-12.

1 **JURISDICTION AND VENUE**

2 5. This Court has jurisdiction over this action pursuant to Code of Civil Procedure §
3 410.10 and Labor Code §§ 2698 et seq.

4 6. This Court has personal jurisdiction over Defendants because Defendants conduct
5 business in California and have caused injuries in the County of Los Angeles County through its
6 acts, omissions, and violations of the Labor Code and applicable IWC Wage Order.

7 7. Venue as to each Defendant is proper in this judicial district pursuant to Code of
8 Civil Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in
9 Los Angeles County. Defendants employed Plaintiff and the Aggrieved Employees and committed
10 the unlawful activities subject to this Complaint in Los Angeles County.

11 **THE PARTIES**

12 8. Plaintiff CELIA FORD is, and at all relevant times, was a resident of Los Angeles
13 County, California.

14 9. Defendant GREG YULISH owns and operates a bakery in Los Angeles County
15 under the fictitious business names, KANAN BAKING COMPANY and WILDFLOUR BAKERY
16 & CAFÉ, LLC.

17 10. WILDFLOUR BAKERY & CAFÉ, LLC, was previously a California limited
18 liability company. In approximately 2012, after the company was acquired by Mr. Yulish, the
19 California Secretary of State changes the status of the business to “Terminated.”

20 11. Similarly, KANAN BAKING COMPANY is not listed as a registered entity with
21 the California Secretary of State. Defendant YULISH reserved a fictitious business name “Kanan
22 Baking Companies, LLC” in April 2022, but it is currently “Inactive” according to the California
23 Secretary of State.

24 12. At all relevant times, Defendant YULISH was the alter ego of Defendants KANAN
25 BAKING COMPANY and WILDFLOUR BAKERY & CAFÉ, LLC, and there exists a unity of
26 interest and ownership between them such that any separateness between them has ceased to exist
27 in that Defendant YULISH completely controlled, dominated, managed, and operated the other
28

1 entities to suit his convenience.

2 13. At all times relevant hereto, Defendant YULISH (1) controlled the business and
3 affairs of Defendants KANAN BAKING COMPANY and WILDFLOUR BAKERY & CAFÉ,
4 LLC, (2) commingled the funds and assets of the corporate entities, and diverted corporate funds
5 and assets for his own personal use; (3) disregarded legal formalities and failed to maintain arm's
6 length relationships among the corporate entities; (4) inadequately capitalized KANAN BAKING
7 COMPANY and WILDFLOUR BAKERY & CAFÉ, LLC; (5) used the same office or business
8 location and employed the same employees for all the corporate entities; (6) held himself out as
9 personally liable for the debts of the corporate entities; (7) used the corporate entities as a mere
10 shells, instrumentalities or conduits for himself and/or his individual businesses; (8) used the
11 corporate entities to conceal his ownership, management and financial interests and/or personal
12 business activities; and/or (9) used the corporate entities to shield against personal obligations,
13 and in particular the obligations as alleged in this Complaint.

14 14. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
15 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
16 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants
17 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
18 will seek leave of court to amend this Complaint to reflect the true names and capacities of
19 Defendants designated as DOES when those identities become known.

20 15. Plaintiff is informed and believes that each Defendant acted in all respects pertinent
21 to this action as the agent of the other Defendants, carried out a joint scheme, business plan or
22 policy, and the acts of each Defendant are legally attributable to the other Defendants.

23 **GENERAL ALLEGATIONS**

24 16. Plaintiff was employed by Defendants as a Quality Assurance Manager from
25 approximately March 2021 – March 2023.

26 17. During the PAGA Period (one year + 60 days prior to the filing of this Complaint),
27 Defendants failed to maintain accurate payroll and time records for the non-exempt Aggrieved
28

1 Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section
2 7. Among other things, Defendants failed to keep records of all hours worked for the non-exempt
3 Aggrieved Employees, including time spent before clocking in (including completing a “Daily
4 Health Screening”) and time spent “off the clock” donning and doffing their uniforms and protective
5 gear.

6 18. During the PAGA Period, Defendants failed to provide the non-exempt Aggrieved
7 Employees with compliant meal periods as required by Labor Code section 226.7, 512 and 516, and
8 the applicable IWC Wage Order, Section 11. Among other things, these Aggrieved Employees
9 routinely did not receive full thirty-minute meal periods as they were required to don and doff their
10 uniforms and protective gear, and to wash their hands repeatedly during meal periods. They also
11 received shortened meal periods due to the fact that they had to wait in line to clock in from lunch,
12 as there was only one available time clock for numerous employees. They were also occasionally
13 interrupted during meal periods and asked to perform work. Defendants did not pay the Aggrieved
14 Employees one additional hour of pay at their regular rates when Employer failed to provide
15 compliant meal periods.

16 19. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7
17 and 516, and IWC Wage Orders Section 12 by failing to provide the non-exempt Aggrieved
18 Employees compliant rest periods. Among other things, these Aggrieved Employees failed to
19 receive net ten-minute breaks because they were required to don and doff their uniforms and
20 protective gear and wash their hands during their rest periods. They also had to frequently walk to
21 designated remote areas to take their rest periods. Defendants did not allow additional time for these
22 activities. Defendants did not pay the Aggrieved Employees premium pay for missed rest periods.

23 20. During the PAGA Period, Defendants failed to pay non-exempt Aggrieved
24 Employees minimum wages for all hours worked. Among other things, Defendants failed to pay the
25 non-exempt Aggrieved Employees for work performed “off the clock” including time spent
26 performing Daily Health Screenings before clocking in, donning and doffing uniforms and
27 protective gear, and required hand washing during breaks. Employer violated Labor Code sections

1 510, 1194, 1197, 1198, and the applicable IWC Wage Order, Section 4.

2 21. During the PAGA period, Defendants violated California overtime laws by failing to
3 pay non-exempt Aggrieved Employees for all overtime hours that they worked. Among other things,
4 Employer failed to account for the “off-the-clock” work, including time spent performing Daily
5 Health Screenings before clocking in, donning and doffing uniforms and protective gear, and
6 required hand washing during breaks. This off-the-clock work was often required to be paid at the
7 applicable overtime rate based on the Aggrieved Employees’ total daily or weekly work hours.
8 Defendants violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage
9 Order; and, is therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

10 22. During the PAGA period, Defendants violated Labor Code section 226(a) by failing
11 to provide Claimant and the Aggrieved Employees with accurate itemized written wage statements.
12 Specifically, Defendants failed to list the legal name of the Aggrieved Employees on the wage
13 statements. Defendants additionally failed to accurately list the total hours worked for the non-
14 exempt Aggrieved Employees because Employer failed to include “off-the-clock work” described
15 herein.

16 23. During the PAGA Period, Defendants violated Labor Code section 204 by failing to
17 pay non-exempt Aggrieved Employees all wages that were due and owing each pay period,
18 including failing to pay them for the “off the clock” work that they were required to perform and
19 failing to pay them premium pay for missed meal and rest periods.

20 24. During the PAGA period, Defendant violated Labor Code sections 201, 202, and 203
21 by failing to timely pay the Aggrieved Employees all wages that were due and owing upon
22 separation of employment, including paying them for the “off the clock” work that they were
23 required to perform and failing to pay them premium pay for missed meal and rest periods.

24 25. During the PAGA Period, Defendants failed to provide Plaintiff and Aggrieved
25 Employees with all of the required sick days or to accrue sick days as required by Labor Code
26 section 246. Employer also failed to pay Plaintiff and the Aggrieved Employees sick pay at the
27 correct rate. Among other things, Employer failed to calculate to include non-discretionary
28

1 pay/bonuses and “match pay” when calculating the regular rates and did not otherwise calculate sick
2 pay pursuant to a statute. Employer is therefore subject to penalties under Labor Code §§2699(a)/(f),
3 248.5 and/or 558.

4 26. During the PAGA Period, Defendants failed to reimburse Plaintiff and Aggrieved
5 Employees for business expenses as required by Labor Code section 2802, including shoes that they
6 were required to remain on premises for sanitation reasons.

7 **CAUSES OF ACTION**

8 **FIRST CAUSE OF ACTION**
9 **(Violation of the Private Attorneys General Act)**
10 **[Labor Code §§ 2698 et seq.]**

11 27. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

12 28. During the PAGA period (one year + 60 days from the filing of this Complaint),
13 Defendants violated Labor Code sections 201-203, 204, 210, 221, 223, 226, 226.3, 226.7, 246,
14 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2810.5, and the applicable
15 Wage Order, Sections 3, 4, 7, 11, 12, 14, and 20. These violations subject Defendant to civil
16 penalties as set forth in, *inter alia*, Labor Code section 2699.

17 29. Plaintiff complied with the procedures for bringing suit specified in Labor Code
18 sections 2699.3 and 2699.5 by letter dated June 7, 2023. Plaintiff gave written notice to the
19 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
20 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
21 and theories to support the alleged violations.

22 30. Under Labor Code section 2699.3, the LWDA must give written notice to the
23 parties it intends to investigate the alleged violations within 65 days of the date of the Plaintiff's
24 written notice. As of the filing of this complaint, the LWDA has not provided the parties with any
25 notice of its intention to investigate these claims.

26 31. Under Labor Code section 2699.3, an employer has 33 days after the date of
27 written notice to cure the alleged violations. As of the filing of this complaint, Defendant has not
28 responded to Plaintiff's PAGA notice in an attempt to cure.

32. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

33. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

PRAAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- (1) for civil penalties according to proof;
- (2) for pre-judgment interest as permitted by law;
- (3) for reasonable attorneys' fees and costs of suit; and,
- (4) for such other and further relief as the Court deems appropriate;

Dated: August 22, 2023

BLAKE JONES LAW, PC.

By:

Bar R Jones

Blake R. Jones

Attorneys for Plaintiff