HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

January 20, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Natalie Bobadilla vs. Levain Bakery Cookie Company*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Natalie Bobadilla ("Ms. Bobadilla") in claims arising from her employment with Levain Bakery Cookie Company, LLC, a New York Limited Liability Company, and DOES 1 through 100 ("Defendants"). Ms. Bobadilla is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a nationwide retail bakery specializing in cookie production. Defendants employed Ms. Bobadilla as a non-exempt "Baker" from approximately September 2023 to approximately February 2025. Specifically, Ms. Bobadilla worked in Defendants' Larchmont Village location. Ms. Bobadilla's primary job duties consisted of "back of the house" work, including making batter, dough, using mixers to combine ingredients, then shaping, portioning, prepping, and "traying up" the baked goods for the store front, and deep cleaning the ovens.

Defendants failed to compensate Ms. Bobadilla and other aggrieved employees for all hours actually worked and/or subject to Defendants' control, resulting in unpaid minimum wages and overtime wages. Specifically, Ms. Bobadilla was expected to immediately respond to work-related inquiries from her supervisor and coworkers, whether Ms. Bobadilla was on Defendants' premises or not, even in situations where Ms. Bobadilla was clocked out for purported meal periods. For example, Defendants' supervisors frequently interrupted Ms. Bobadilla with work related issues when Ms. Bobadilla was in the breakroom during her meal periods. If Ms. Bobadilla was not in the breakroom during her meal periods, Defendants interrupted Ms. Bobadilla by calling and texting her cellular phone. As such, Ms. Bobadilla and other aggrieved employees frequently worked when they were off-the-clock during their respective purported meal periods. *See Kaanaana v. Barrett Business Services, Inc.* (2018) 29 Cal.App.5th 778, 808 (holding that requiring employees to work through any portion of meal period entitles them to payment for actual time worked as well as an additional hour of pay for the meal period premium). Moreover, Defendants did not compensate Ms. Bobadilla and other aggrieved employees for the time they spent responding to work-related text messages and calls before and after their shifts. Specifically, Ms. Bobadilla and other aggrieved employees were frequently required to respond to work-related text messages and phone calls from Defendants' supervisors and employees outside of their scheduled shifts, including to discuss the urgent supply needs of the bakery. Since Ms. Bobadilla and other aggrieved employees were required to use their cell phones while off-the-clock for necessary work purposes, Defendants were required to compensate Ms. Bobadilla and other aggrieved employees for this time but failed to do so. As a result, Defendants failed to compensate Ms. Bobadilla and other aggrieved employees for all minimum and overtime wages owed while subject to the control of the employer.

Defendants failed to provide Ms. Bobadilla and other aggrieved employees with all legally-compliant meal periods due to Defendants' unlawful meal period policies and practices that failed to provide timely, uninterrupted, duty-free 30-minute meal periods before the fifth hour of work and ***any*** second timely, uninterrupted, duty-free 30-minute meal periods when they worked shifts in excess of ten hours. Specifically, Ms. Bobadilla and other aggrieved employees were frequently interrupted during their purported meal periods with work-related demands. In fact, Ms. Bobadilla began to leave the premises during purported meal periods in order to not respond to Defendants' work-related inquiries in person. Defendants, however, continued to contact Ms. Bobadilla on her personal cellular phone during her purported meal periods. Similarly, due to the immediate nature of Ms. Bobadilla's job duties, Ms. Bobadilla was frequently required to take her meal periods after the fifth hour of work. For example, Ms. Bobadilla was inundated with job duties that required her immediate attention, including preparing the product, taking the product out of the oven at a certain time so that the product did not burn, and deep cleaning the ovens to ensure the next batch of product was baked in sanitary conditions, among other tasks. In the event Ms. Bobadilla was permitted to take a meal period, Defendants failed to provide a "net" 30-minutes of actual "rest" for meal periods. *See* e.g., Division of Labor Standards Enforcement Manual ("DLSE Manual") §45.3.3; *Vaquero v. Stoneledge Furniture LLC*, (2017) 9 Cal.App.5th 98, 111-112 (citing DLSE Manual § 45.3.3 for the proposition that "the rest period begins when the employee reaches an area away from the workstation that is appropriate for rest"). Specifically, Defendants required that Ms. Bobadilla and other aggrieved employees clock-in to their shifts ***exactly*** 30 minutes after they clocked out for their meal periods. In practice, this meant that Ms. Bobadilla and other aggrieved employees must end their meal period and walk back to the timeclock to clock-in for their shift before the end of the 30-minute mark, thereby failing to provide a "net" of 30 minutes for meal periods. Further, Defendants failed to provide ***any*** second meal periods when Ms. Bobadilla and other aggrieved employees worked shifts longer than 10.0 hours. As such, Defendants failed to pay Ms. Bobadilla and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Defendants regularly failed to authorize and permit Ms. Bobadilla and other aggrieved employees to take ***any*** duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants' unlawful rest period policies/practices. As with meal periods, Ms. Bobadilla and other aggrieved employees were unable to take rest periods throughout the workday due to work-related demands. In fact, Defendants' manager instructed Ms. Bobadilla to only take rest periods "when she had time" and inquired at whether Ms. Bobadilla was "willing to miss" her rest periods during Ms. Bobadilla's initial job interview. In the event Defendants authorized and permitted a purported rest period, Defendants expected that Ms. Bobadilla and other aggrieved employees respond to work-related inquiries from supervisors and other employees on Ms. Bobadilla's and other aggrieved employees' respective personal cellular phones throughout the day, thereby failing to relinquish control over Ms. Bobadilla and other aggrieved employees during their rest periods. *See Augustus v. ABM Security Services, Inc*., (2016) 2 Cal.5th 257, 260 ("[D]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time"). On occasions when Ms. Bobadilla and other aggrieved employees were not authorized and permitted to take all lawful rest periods to which they were entitled, Defendants failed to pay Ms. Bobadilla and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code section 226.7.

Additionally, Defendants failed to reimburse Ms. Bobadilla and other aggrieved employees for their work-related expenses, in violation of Labor Code section 2802. As mentioned, Defendants required Ms. Bobadilla and other aggrieved employees to use their personal cellular phones for necessary work purposes, including for communications with other employees and to calculate baking measurements since Defendant failed to provide a calculator. Defendants, however, failed to reimburse Ms. Bobadilla and other aggrieved employees for a reasonable portion of their monthly cellular phone bills, in violation of Labor Code section 2802 and *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137. Moreover, Defendants often required Ms. Bobadilla and other aggrieved employees to drive their respective personal vehicles to pick up baking supplies for the store but failed to reimburse Ms. Bobadilla and other aggrieved employees for any mileage expenses incurred. As such, Defendants failed to reimburse Ms. Bobadilla and other aggrieved employees for all necessary business expenses associated with using their personal vehicles, including mileage, and cellular phone use in violation of Labor Code § 2802.

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Ms. Bobadilla and other aggrieved employees, and failed to pay all final wages owed to Ms. Bobadilla and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Bobadilla and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 5, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Bobadilla and other aggrieved employees to work overtime hours but did not compensate Ms. Bobadilla or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Bobadilla and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

Meal Period Violations

As alleged above, Defendants failed to provide Ms. Bobadilla and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Ms. Bobadilla and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Bobadilla and other aggrieved employees to take all required and compliant rest periods. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 5, § 12. As a result, Ms. Bobadilla and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. *See* Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Bobadilla and other aggrieved employees for all necessary business expenses incurred, including, among other things, using their personal cellular phones for necessary work purposes, for communications with other employees and to calculate baking measurements since Defendants failed to provide a calculator. Moreover, Defendants often required Ms. Bobadilla and other aggrieved employees to drive their respective personal vehicles to pick up baking supplies for the store but failed to reimburse Ms. Bobadilla and other aggrieved employees for any mileage expenses incurred As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Bobadilla and other aggrieved employees are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Bobadilla and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Bobadilla and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages as well as meal and rest period premium wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee's wages become due and payable no later than 72 hours upon said employee's last date of employment. Defendants failed to timely pay Ms. Bobadilla and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, overtime and minimum wages, and meal and rest period premium wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Ms. Bobadilla and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an "aggrieved employee", Ms. Bobadilla will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Bobadilla's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Ms. Bobadilla and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Ms. Bobadilla and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to provide Ms. Bobadilla and other aggrieved employees all legally required meal periods, and failing to pay meal period premium wages to Ms. Bobadilla and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 512, and 558;

d. Failing to authorize and permit Ms. Bobadilla and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Ms. Bobadilla and other aggrieved employees at their regular rate of pay, in violation of Labor Code §§ 226.7, 516, and 558;

e. Failing to reimburse Ms. Bobadilla and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Ms. Bobadilla and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226 *et seq.*;

g. Failing to timely pay all final wages due to Ms. Bobadilla and other aggrieved employees in violation of Labor Code §§ 201-203;

h. Failing to pay Ms. Bobadilla and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Ms. Bobadilla and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC

Fletcher W. Schmidt, Esq.

cc: Levain Bakery Cookie Company, LLC, a New York Limited Liability Company, c/o C T Corporations, Agent for Service of Process, 330 N. Brand Blvd., Suite 700, Glendale, CA 91203 (via certified mail).