

1 Nazo Koulloukian (SBN 263809)
nazo@koullaw.com

2 **KOUL LAW FIRM, APC**
3 217 South Kenwood Street
4 Glendale, CA 91205
5 Telephone: (213) 325-3032
6 Facsimile: (818) 561-3938

7 Attorneys for Plaintiff,
8 RENE DOWNARD on behalf of
9 herself, all aggrieved employees, and the State
10 of California as a Private Attorneys General

FILED

JUN 26 2026

AR

SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF HUMBOLDT**

13 RENE DOWNARD, an individual, on behalf) Case No.:
14 of herself, all aggrieved employees, and the)
15 State of California as a Private Attorneys)
16 General,)

17 Plaintiff,

18 vs.

19 **REPRESENTATIVE ACTION**
20 **COMPLAINT**

21 PAPA MURPHY'S OF HUMBOLDT, LLC, a)
22 California limited liability company,)
23 BRENCAM, INC., a California corporation,)
24 and DOES 1-50, inclusive,)

25 Defendant.

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

1 Plaintiff RENEA DOWNARD brings this PAGA representative action complaint on behalf
2 of herself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:
4

5 NATURE OF THE ACTION

6 1. Plaintiff RENEA DOWNARD worked as an employee for Defendant PAPA
7 MURPHY'S OF HUMBOLDT, LLC and BRENCAM, INC. and Does 1-50 (collectively
8 "Defendant"). Defendants own and operate a take-and-bake pizza and food service business,
9 including Papa Murphy's location in Crescent City, California, where Plaintiff worked.

10 2. Plaintiff RENEA DOWNARD is a former employee of Defendants, where she worked
11 from approximately June 1, 2023, through April 24, 2025. Plaintiff held the job title
12 "Crewmember" and later "Shift Supervisor," earning \$18.00 per hour at the time of her separation,
13 and worked at Defendants' Papa Murphy's location in Crescent City, California, during the
14 statutory period.

15 3. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
16 ("PAGA"), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly,
17 nonexempt employees of Defendant within one year of serving notice on the LWDA to the present
18 are aggrieved employees.

19 4. Defendants failed to comply with California Labor Code requirements due to erroneous,
20 willful, and intentional employment practices and policies. Plaintiff brings this representative
21 action on behalf of herself, all other similarly aggrieved employees, and the State of California,
22 based upon the claims articulated below. Plaintiff provided notice of her claims pursuant to §2698
23 *et seq.*, to the Labor and Workforce and Development Agency ("LWDA") as illustrated by the
24 attached Exhibit, the content of which is expressly incorporated herein. The LWDA has not
25 provided any notice to Plaintiff following the exhaustion of the 65-day notice period required by
26 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties under the
27 Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.*
28

5. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay all wages due upon termination; (5) failing to permit compliant meal breaks; (6) failing to provide rest breaks; (7) failure to reimburse for required business expenses; (8) failure to provide potable drinking water; and (9) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, as described more fully herein.

THE PARTIES

6. Plaintiff RENEA DOWNARD is a resident of the State of California and is a former employee of Defendant.

7. Defendant PAPA MURPHY'S OF HUMBOLDT, LLC, is a California limited liability company authorized to do business and doing business in California, with the capacity to sue and to be sued, and is doing business in the County of Humboldt, State of California.

8. Defendant BRENCAM, INC., is a California corporation authorized to do business and doing business in California, with the capacity to sue and to be sued, and is doing business in the County of Humboldt, State of California.

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

10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees of the representative class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business

1 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
2 to the other Defendants.

3 JURISDICTION AND VENUE

4 11. Venue is proper in this judicial district because Defendant conducts business in this
5 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
6 in this case that arose in this county.

7 12. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
8 the Superior Court and will be established according to proof at trial. Based on information,
9 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
10 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
11 (\$35,000).

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

16 PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

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

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

26 17. Plaintiff was personally subjected to and observed the unlawful wage and hour
27 practices complained of herein. These violations occurred pursuant to uniform policies
28 implemented by Defendant across its workforce.

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

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

4 (Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
5 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

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

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

15 21. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
16 off the clock and were routinely subjected to periods wherein they were under the Defendant's
17 control but not compensated for their time. For example, Plaintiff and aggrieved employees
18 performed work both before clocking in and after clocking out, and performed work during
19 recorded meal periods when they were not relieved of all duty. Despite using a timeclock,

20 22. Work Performed During Unpaid Meal Periods. As more fully set forth below,
21 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
22 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
23 512. Plaintiff and fellow aggrieved employees' meal breaks were often interrupted, late, or short.
24 Plaintiff reports that meal breaks were not consistently provided in a timely or off-duty manner.

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

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

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

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

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

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

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

13 **Failure to Pay Minimum Wage**

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

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

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

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

1 **Failure to Pay Wages Due Upon Termination**

2 (Cal. Labor Code §§ 201, 202, 203, 227.3 and 2698 *et seq.*)

3 31. An employee who is discharged must be paid all of his or her wages, including accrued
4 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
5 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
6 Plaintiff at the time employment terminated.

7 32. Defendant willfully failed to pay employees who are no longer employed by it all
8 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

9 33. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30)
10 days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties
11 pursuant to Cal. Lab. Code § 2698 *et. seq.*

12 **Failure to Permit Compliant Meal Periods**

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

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

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

23 36. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
24 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
25 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
26 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
27 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
28

1 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
2 Cal. Labor Code §558 and §2698 *et. seq.*

3 37. Plaintiff frequently experienced late, interrupted, and short meal periods. When meal
4 periods were noncompliant, Defendants failed to pay all premium pay to Plaintiff and aggrieved
5 employees at their regular rates of pay both during their employment and on Plaintiff's final wage
6 statement. As a derivative claim, pay statements issued to Plaintiff and aggrieved employees were
7 inaccurate, failing to include required meal period premiums, thereby failing the requirements of
8 Labor Code §226(a).

9 **Failure to Provide Rest Breaks**

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

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

13 39. Defendant failed to maintain a compliant rest period policy and practice that provides
14 its employees with off-duty rest periods as required by California law.

15 40. Plaintiff reports that employees frequently missed rest periods as a result of
16 Defendant's staffing and business practices, and that rest breaks were not scheduled into daily
17 shifts.

18 41. The rest period requirement obligates employers to permit and authorize employees to
19 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
20 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
21 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
22 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
23 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
24 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
25 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
26 pay at the employee's regular rate of compensation for each work day that the rest period is not
27 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
28 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein

1 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
2 rest area and cannot include time it takes to get to and from the rest area). The employer must show
3 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
4 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
5 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
6 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
7 clearly communicate the authorization and permission [to take rest periods] to their employees.").

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

14 43. Plaintiff reports that rest breaks were often interrupted, late, or missed entirely. When
15 employees worked shifts in excess of ten hours, they were not provided with a third paid rest break.
16 Defendants also failed to provide an adequate break area to permit employees to take lawful breaks
17 as required by section 14 of the applicable Wage Order. Plaintiff explains that there was no
18 designated break room. Instead, employees would have to find space at a table in the back or in
19 the office, where employees were more likely to be interrupted. Additionally, time records detail
20 rest breaks of exactly ten minutes in duration, which is indicative of rounding and auto-inserting
21 rest break entries.

22 **Failure to Reimburse for Required Business Expenses**

23 (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

24 44. Labor Code §2802 requires employers to indemnify employees for necessary
25 expenditures or losses incurred by employees in direct consequence of the discharge of duties.
26 Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

27 45. Plaintiff and aggrieved employees were required to use their personal cellular
28 telephones for work-related purposes throughout their employment. Additionally, Plaintiff was

1 required to run errands for Defendants, such as picking up produce, but was not reimbursed for
2 mileage or gas. Plaintiff and aggrieved employees were not fully indemnified for the necessary
3 business expenses they incurred in performing their job duties, and this unreimbursed amount
4 remains due following Plaintiff's termination.

5 **Failure to Provide Potable Drinking Water**

6 (Cal. Labor Code §2441)

7 46. California Labor Code §2441 requires employers to provide fresh, free, and pure
8 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
9 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and
10 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably
11 cool, and provided to employees free of charge." 8 CCR § 3457(c) further requires the provision
12 of potable drinking water and single-use cups.

13 47. Plaintiff and aggrieved employees were not provided with water at work and had to
14 bring their own water to work.

15 48. Pursuant to §2441, "Any violation of this section is punishable for each offense by a
16 fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by
17 imprisonment for not more than 30 days, or by both the fine and imprisonment." Pursuant to Cal.
18 Labor Code §6712, "any employer who fails to provide the facilities required by the field sanitation
19 standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for
20 each violation."

21 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
22 **Requirements**

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

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

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

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

5 52. §226 (a) requires:

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

23 53. Such failures called injury to Plaintiff and others, by, among other things, impeding
24 them from knowing the total hours worked, and the amount of wages to which they are and were
25 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
26 earned, net wages earned, and total hours worked.

27 54. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*
28

**Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)
(California Labor Code §2698 *et seq.*)**

56. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendants 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 herself and all other current and former aggrieved employees of Defendants the civil penalties provided by PAGA, plus reasonable attorneys’ fees and costs.

58. 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 Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*);
- c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- d. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203, 227.3 and 2698 *et seq.*)
- e. Failure to Permit Compliant Meal Periods (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order);
- f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Orders);

1 g. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
2 2802, 2698 *et seq.*);

3 h. Failure to Provide Potable Drinking Water (Cal. Labor Code §2441);

4 i. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
5 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 2699 *et seq.*);

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

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

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

19 62. Plaintiff and the other current and former employees of Defendants are aggrieved
20 employees. They were or are employed by Defendants, and each of them, and the violations alleged
21 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
22 current and former aggrieved employees.

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

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

27 65. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
28 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and

1 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
2 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
3 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
4 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
5 §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved
6 employees and the State of California.

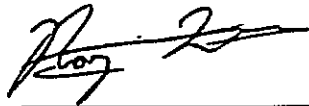
7 **PRAYER FOR RELIEF**

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

- 10 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
11 determined at trial, but at least the jurisdictional amount of this Court;
12 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
13 and/or other applicable law;
14 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
15 law;
16 4. Pre-judgement and post-judgement interest as provided by law; and
17 5. Such other and further relief that the Court may deem just and proper.

18
19 DATED: June 26, 2026

20 **KOUL LAW FIRM, APC**

21 

22 BY: Nazo Koulloukian, Esq.
23 Attorneys for Plaintiff RENEA DOWNARD, and
24 all aggrieved employees
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

April 22, 2026

Via E-Filing:

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

Via Certified U.S. Mail:

PAPA MURPHY'S OF HUMBOLDT, LLC
407 Henderson Street
Eureka, CA 95501

BRENCAM, INC.
407 Henderson Street
Eureka, CA 95501

PAPA MURPHY'S INTERNATIONAL LLC
8000 NE Parkway Drive, Suite 100
Vancouver, WA 98662

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*
Claimant(s): Renea Downard
Employer(s): PAPA MURPHY'S OF HUMBOLDT, LLC,
PAPA MURPHY'S INTERNATIONAL LLC,
BRENCAM, INC.

Dear Sir or Madam:

Renea Downard ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employers, PAPA MURPHY'S OF HUMBOLDT, LLC, PAPA MURPHY'S INTERNATIONAL LLC, and BRENCAM, INC (hereafter collectively "Employer").

Employer operates a take and bake pizza company and food service business. Claimant worked for Employer from approximately June 1, 2023 through April 24, 2025, at Employer's Crescent City, CA, location. Claimant worked as an hourly, nonexempt crewmember and later shift supervisor earning \$18.00 per hour at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201–203, 204,

210, 216, 221–223, 226, 226.7, 351, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198, 2802, 2810.5, and all applicable Wage Orders.

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce Development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code §2699.3.

Failure to Pay For All Hours Worked

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

The Wage Orders define "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." Employer has been engaged in unlawful employment practices which resulted in underpayment for hours worked each pay period, as more fully set forth below. Employer has also failed to pay all wages owed twice per month.

Claimant and aggrieved employees worked off the clock, including during unpaid meal periods, and were routinely subjected to periods wherein they were under Employer's control but not compensated for their time. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 et seq.

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, including failure to pay for all off-the-clock hours worked. 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.

Failure to Permit Compliant Meal Periods

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

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 the Wage Order 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."

Claimant frequently experienced late, interrupted, and short meal periods. Employer failed to consistently 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. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay both during her employment and on her final wage statement. 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).

Failure to Provide Rest Breaks

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

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. 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.").

Claimant reports that rest breaks were often interrupted, late, or missed entirely. When employees worked shifts in excess of ten hours, they were not provided with a third paid rest break. Employer also failed to provide an adequate break area to permit employees to take lawful breaks as required by the Wage Order section 14. Claimant explains that there was no designated break room. Instead, employees would have to find space at a table in the back or in the office, where employees were more likely to be interrupted.

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 four hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512, and the applicable Wage Orders. When breaks were missed, Employer failed to pay the one-hour premium as required. While Claimant was

employed by Employer, and when Employer terminated Claimant's employment, Employer failed to pay Claimant rest period premiums owed for missed or noncompliant rest periods.

Additionally, time records detail rest breaks of exactly 10-minutes in duration, which is indicative of rounding and auto-inserting rest break entries. Employer is liable for civil penalties pursuant to Labor Code §§226.7, 558, and 2698 et seq.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties. Employer failed to reimburse Claimant and aggrieved employees for necessary business expenses incurred in the performance of their job duties.

First, Claimant and aggrieved employees were required to use personal cellular telephone for work-related purposes throughout their employment. Additionally, Claimant was required run errands, such as picking up produce, for Employer but was not reimbursed for mileage or gas.

Claimant and aggrieved employees were not fully indemnified for the necessary business expenses they incurred in performing their job duties, and this unreimbursed amount remains due following Claimant's termination. Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 et seq.

Failure to Provide Potable Drinking Water

(Cal. Labor Code §2441, 2698 et seq.)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge." 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups. Claimant and aggrieved employees were not provided with water at work and had to bring their own water to work.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§226, 1174, 2698 et seq.)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and aggrieved employees in accordance with Labor Code §§226 and 1174(d). Derivative of the claims above, the wage statements provided to Claimant and aggrieved employees did not accurately reflect actual gross wages earned, including pay for all hours worked meal premium payments, rest period premiums. Because Employer failed to pay Claimant for all off-the-clock hours worked, the wage statements issued to Claimant necessarily understated gross wages earned, net wages earned, and all applicable compensation. Such failures caused injury to Claimant and others by, among other things, impeding them from knowing the accurate amounts

of wages to which they were entitled. Employer is liable for civil penalties pursuant to Labor Code §2698 et seq.

Failure to Pay Wages Due Upon Termination
(*Cal. Lab. Code §§201, 202, 203, and 2698 et seq.*)

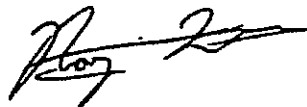
An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code §201.) Claimant was terminated on April 24, 2025. As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time her employment terminated, including unpaid wages for off-the-clock work and unpaid premium wages.

Employer willfully failed to pay Claimant all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals who are no longer employed are now entitled to recover up to thirty (30) days pay as waiting time penalties under the terms of §203. Employer is further liable for civil penalties pursuant to Cal. Labor Code §2698 et seq.

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 et seq. 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 Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant