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By _____, Deputy
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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SACRAMENTO
11

12 KENNETH COX, as an aggrieved
employee pursuant to the Private
13 Attorneys General Act ("PAGA"), on
behalf of the State of California and
14 other non-party Aggrieved
Employees,
15

16 Plaintiff,

17 vs.

18 BAKEMARK USA LLC, a Delaware
limited liability company; and DOES
19 1 through 10, inclusive,
20

21 Defendants.
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27
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Case No.:

COMPLAINT – PAGA ENFORCEMENT ACTION

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

BY FAX

1 Plaintiff Kenneth Cox, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on October 24, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Kenneth Cox is a resident of Sacramento, in Sacramento County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately February to March 2023. Plaintiff worked for Defendants as a Warehouse
13 Worker at their distribution center in Rancho Cordova, California. Plaintiff typically worked
14 eight (8) hours or more per day, and five (5) days per week. At the time Plaintiff’s
15 employment with Defendants ended, he was compensated approximately \$24.07 per hour.
16 Plaintiff’s job duties included, without limitation, reviewing orders, selecting products,
17 wrapping pallets, operating forklifts, and loading products onto freight.

18 7. On information and belief, Defendants required some employees, including
19 Plaintiff, to execute arbitration agreements at the time of their hire or during their
20 employment. On further information and belief, Defendants’ arbitration agreements were and
21 are both procedurally and substantively unconscionable. Specifically, Defendants presented
22 employees with a “Mutual Agreement to Arbitrate Claims” (“Arbitration Agreement”) which
23 had to be reviewed and acknowledged immediately. Specifically, the Arbitration Agreement
24 was among several documents presented to employees for signature during the orientation
25 process, including Offer of Employment Letter; Employee Handbook Acknowledgement; and
26 Release and Disclaimer from Drug Testing. Also, employees did not have a meaningful
27 opportunity to negotiate the terms of the Arbitration Agreement. Rather, they were provided
28 to Defendants’ employees for them to sign on a take-it or leave-it basis, along with other

1 onboarding documents.

2 8. BAKEMARK USA LLC was and is, upon information and belief, a Delaware
3 limited liability company, and at all times hereinafter mentioned, an employer whose
4 employees are engaged throughout this county, the State of California.

5 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
6 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
7 amend the complaint and serve such fictitiously named Defendants once their names and
8 capacities become known.

9 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
10 were the partners, agents, owners, or managers of BAKEMARK USA LLC at all relevant
11 times.

12 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
13 acts and omissions alleged herein was performed by, or is attributable to, BAKEMARK USA
14 LLC and/or DOES 1 through 10 (collectively, "Defendants" or "BAKEMARK"), each acting
15 as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of
16 the other co-Defendants and was acting within the course and scope of such agency,
17 employment, joint venture, or concerted activity with legal authority to act on the others'
18 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
19 policy of Defendants.

20 12. At all relevant times, Defendants, and each of them, ratified each and every act
21 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
22 and abetted the acts and omissions of each and all the other Defendants in proximately causing
23 the damages herein alleged.

24 13. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 14. Defendants manufacture and distribute bakery ingredients, products, and

1 supplies through six (6) manufacturing plants and thirty-three (33) distribution centers across
2 North America, including three (3) facilities in California. Upon information and belief,
3 Defendants maintain a single, centralized Human Resources (HR) department at their
4 corporate headquarters in Pico Rivera, California, for all non-exempt, hourly paid employees
5 working for Defendants in California, which is responsible for the recruiting and hiring of new
6 employees, and communicating and implementing Defendants' company-wide policies,
7 including timekeeping policies and meal and rest period policies, to employees throughout
8 California.

9 15. In particular, Plaintiff and other non-party Aggrieved Employees, on
10 information and belief, received the same standardized documents and/or written policies.
11 Upon information and belief, the usage of standardized documents and/or written policies,
12 including new-hire documents, indicate that Defendants dictated policies at the corporate level
13 and implemented them company-wide, regardless of their employees' assigned locations or
14 positions. Upon information and belief, Defendants set forth uniform policies and procedures
15 in several documents provided at an employee's time of hire.

16 16. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their corporate headquarters in Pico Rivera, California, which processes payroll
18 for all non-exempt, hourly paid employees working for Defendants at their various locations
19 in California, including Plaintiff and other non-party Aggrieved Employees. Based upon
20 information and belief, Defendants issue the same formatted wage statements to all non-
21 exempt, hourly paid employees in California, irrespective of their work locations. Upon
22 information and belief, Defendants process payroll for departing employees in the same
23 manner throughout the State of California, regardless of the manner in which each employee's
24 employment ends.

25 17. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 18. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 19. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
4 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
5 were not recorded.

6 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive certain wages for overtime compensation and that they were not receiving certain
9 wages for overtime compensation.

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that other non-party Aggrieved Employees were entitled to be paid at a
12 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
13 period premiums, that included as eligible income all remuneration required by law, including
14 but not limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or
15 other forms of compensation, but failed to include all forms of remuneration in calculating the
16 regular rate of pay for other non-party Aggrieved Employees.

17 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
19 receive at least minimum wages for compensation and that they were not receiving at least
20 minimum wages for work that was required to be done off-the-clock. In violation of the
21 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
22 least minimum wages for work done off-the-clock.

23 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
26 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
27 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
28 other non-party Aggrieved Employees were not provided with all meal periods or payment of

one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees were not provided complete and accurate wage statements.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible time periods.

28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and other non-party Aggrieved Employees were entitled to timely payment of all wages earned upon termination of employment. In violation of the

1 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
2 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
3 and/or meal and rest period premiums, within permissible time periods.

4 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive reimbursement for all business-related expenses and costs they incurred during the
7 course and scope of their employment and that they did not receive reimbursement of
8 applicable business-related expenses and costs incurred.

9 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew or should have known that Defendants had a duty to provide
11 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
12 of their employment with Defendants as required by the California Wage Theft Prevention
13 Act, but failed to do so.

14 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants knew or should have known that they had a duty to compensate
16 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
17 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
18 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
19 that they were properly denied wages, all in order to increase Defendants' profits.

20 32. At all times herein set forth, PAGA provides that any provision of law under
21 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
22 assessed and collected by the LWDA for violations of the California Labor Code and
23 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
24 civil action brought on behalf of themselves and other current or former employees pursuant
25 to procedures outlined in California Labor Code section 2699.3.

26 33. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
27 person who was employed by the alleged violator and against whom one or more of the
28 alleged violations was committed."

1 34. Plaintiff and other current and former employees of Defendants are “aggrieved
2 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
3 or former employees and one or more of the alleged violations were committed against them.

4 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
6 following requirements have been met:

- 7 (a) The aggrieved employee shall give written notice by online filing
8 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
9 to the employer of the specific provisions of the California Labor Code
10 alleged to have been violated, including the facts and theories to support
11 the alleged violations.
- 12 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
13 2699.3(a) and any employer response to that notice shall be
14 accompanied by a filing fee of seventy-five dollars (\$75).
- 15 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
16 employer and the aggrieved employee by certified mail that it does not
17 intend to investigate the alleged violation within sixty (60) calendar
18 days of the postmark date of the Employee’s Notice. Upon receipt of
19 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
20 five (65) calendar days of the postmark date of the Employee’s Notice,
21 the aggrieved employee may commence a civil action pursuant to
22 California Labor Code section 2699 to recover civil penalties in addition
23 to any other penalties to which the employee may be entitled.

24 36. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
25 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
26 provision other than those listed in Section 2699.5 after the following requirements have been
27 met:

- 28 (a) The aggrieved employee or representative shall give written notice by

1 online filing to the LWDA and by certified mail to the employer of the
2 specific provisions of the California Labor Code alleged to have been
3 violated (other than those listed in Section 2699.5), including the facts
4 and theories to support the alleged violation.

5 (b) An aggrieved employee's notice filed with the LWDA pursuant to
6 2699.3(c) and any employer response to that notice shall be
7 accompanied by a filing fee of seventy-five dollars (\$75).

8 (c) The employer may cure the alleged violation within thirty-three (33)
9 calendar days of the postmark date of the notice. The employer shall
10 give written notice by certified mail within that period of time to the
11 aggrieved employee or representative and the agency if the alleged
12 violation is cured, including a description of actions taken, and no civil
13 action pursuant to Section 2699 may commence. If the alleged violation
14 is not cured within the 33-day period, the employee may commence a
15 civil action pursuant to Section 2699.

16 37. On October 24, 2023, Plaintiff provided written notice by online filing to the
17 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
18 Code alleged to have been violated, including facts and theories to support the alleged
19 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
20 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
21 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
22 Plaintiff PAGA Case Number LWDA-CM-989664-23. A true and correct copy of Plaintiff's
23 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

24 38. As of the filing date of this complaint, over 65 days have passed since Plaintiff
25 sent the written notice described above, and the LWDA has not responded that it intends to
26 investigate Plaintiff's claims, and Defendants have not cured the violations.

27 39. Thus, Plaintiff has satisfied the administrative prerequisites under California
28 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for

violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

40. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties under Labor Code section 558 for himself, all other non-party Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private attorney general, does not seek the recovery of unpaid wages under Labor Code section 558 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the applicable IWC Wage Order.

41. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff’s and other non-party Aggrieved Employees’ rights by violating various sections of the California Labor Code as set forth above.

42. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

43. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all

1 other non-party Aggrieved Employees, and the State of California against Defendants for
2 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
3 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5.

4 **FIRST CAUSE OF ACTION**

5 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

6 **(Against all Defendants)**

7 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 45. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
11 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
12 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
13 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
14 Labor Code sections not found in section 2699.5, including sections 516, and 1182.12, and
15 2810.5.

16 46. Defendants’ conduct, as alleged herein, violates numerous sections of the
17 California Labor Code, including, but not limited to, the following:

- 18 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
19 Wage Order for Defendants’ failure to compensate Plaintiff and other
20 non-party Aggrieved Employees with all required overtime pay, as set
21 forth below;
- 22 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to include all forms
24 of remuneration in the regular rate of pay as required by law for
25 purposes of paying overtime wages and/or meal and rest period
26 premiums to other non-party Aggrieved Employees, as set forth below;
- 27 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
28 the applicable IWC Wage Order for Defendants’ failure to compensate

1 Plaintiff and other non-party Aggrieved Employees with at least
2 minimum wages for all hours worked, as set forth below;

3 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
4 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
5 and other non-party Aggrieved Employees with meal periods, as set
6 forth below;

7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
8 applicable IWC Wage Order for Defendants' failure to authorize and
9 permit Plaintiff and other non-party Aggrieved Employees to take rest
10 periods, as set forth below;

11 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other non-party Aggrieved Employees, as set
14 forth below;

15 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as set forth
17 below;

18 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
19 during employment, as set forth below;

20 (i) Violation of Labor Code section 201 and 202 for failure to pay all
21 earned wages upon termination, as set forth below;

22 (j) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
23 and other non-party Aggrieved Employees for all business expenses
24 necessarily incurred, as set forth below; and

25 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
26 provide written notice of information material to Plaintiff's and other
27 non-party Aggrieved Employees' employment with Defendants, as set
28 forth below.

1 **FAILURE TO PAY OVERTIME**

2 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

3 47. Labor Code section 1198 makes it illegal to employ an employee under
4 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
5 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
6 shall be the . . . standard conditions of labor for employees. The employment of any employee
7 . . . under conditions of labor prohibited by the order is unlawful.”

8 48. California Labor Code section 1198 and the applicable IWC Wage Order
9 provide that it is unlawful to employ persons without compensating them at a rate of pay
10 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
11 number of hours worked by the person on a daily or weekly basis.

12 49. Specifically, the applicable IWC Wage Order provides that Defendants are and
13 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
16 (40) hours in a workweek.

17 50. The applicable IWC Wage Order further provides that Defendants are and were
18 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
19 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
20 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
21 behalf of, the employee, including nondiscretionary bonuses, shift differential pay, and
22 incentive pay.

23 51. California Labor Code section 510 codifies the right to overtime compensation
24 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
25 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
26 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
27 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
28 in a day on the seventh (7th) day of work.

1 52. During the relevant time period, Defendants willfully failed to pay all overtime
2 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
3 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
4 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
5 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
6 not recorded.

7 53. First, during the relevant time period, Defendants had, and continue to have, a
8 company-wide policy and/or practice of discouraging and impeding Plaintiff and other non-
9 party Aggrieved Employees from recording hours worked that were outside of their scheduled
10 shifts in order to limit the amount of overtime employees could accrue. This policy of
11 limiting overtime, coupled with Defendants' practices of understaffing and assigning heavy
12 workloads (*see infra*), led Plaintiff and other non-party Aggrieved Employees to work off-the-
13 clock, before and after their scheduled shifts. For example, approximately twice per week,
14 and up to one (1) hour before he clocked in at his scheduled shift-start time, Defendants'
15 managers instructed Plaintiff to complete work-related tasks. For instance, on one (1)
16 occasion, Plaintiff's supervisor asked him to report to work 30 minutes before his scheduled
17 shift start-time and begin preparing the warehouse floor for the day, which included sweeping
18 and discarding of shrink wrap left over from the prior shift, but did not allow Plaintiff to clock
19 in for this time. Also, after clocking out at his scheduled shift end-time, Defendants'
20 managers sometimes required Plaintiff to inspect and clean the warehouse floor before he
21 could leave for the day. As a further example, after reporting to work on time, Plaintiff was
22 sometimes forced to wait at least a few minutes until a manager or keyholder employee
23 arrived at the facility, before being able to enter Defendants' facility and clock in, because
24 there was no one available to open the door for him. Thus, Defendants failed to track all of
25 the time that employees spent working before and after scheduled shifts, and Plaintiff and
26 other non-party Aggrieved Employees received no compensation for this time.

27 54. Second, during the relevant period, Defendants had, and continue to have,
28 company-wide policies and/or practices of understaffing their locations while assigning heavy

workloads, including pressuring employees to meet order fulfillment deadlines, resulting in a failure to provide Plaintiff and other non-party Aggrieved Employees with adequate meal period coverage. Defendants also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Plaintiff and other non-party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Plaintiff worked through his unpaid meal periods to keep up with customer demand and meet order fulfillment deadlines and also had his meal periods interrupted by managers to discuss the status of pending orders, which could take up to 15 minutes per instance. Thus, Plaintiff and other non-party Aggrieved Employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and Defendants did not pay Plaintiff and other non-party Aggrieved Employees for the time they continued to perform tasks during meal periods.

55. Third, on information and belief, Defendants' company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system further prevented Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their meal periods were shortened or interrupted.

56. Defendants knew or should have known that, as a result of these company-wide practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Plaintiff and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime

1 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
2 overtime wages for all of the overtime hours they actually worked.

3 57. Moreover, Defendants did not pay other non-party Aggrieved Employees the
4 correct overtime rate for the recorded overtime hours that they generated. In addition to an
5 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
6 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
7 California Labor Code, on information and belief, Defendants failed to incorporate all
8 compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of
9 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
10 overtime wage rate. Therefore, during times when other non-party Aggrieved Employees
11 worked overtime and received these other forms of pay, Defendants failed to pay all overtime
12 wages by paying a lower overtime rate than required.

13 58. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
14 the balance of overtime compensation as required by California law, violates the provisions of
15 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
16 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
17 558 and/or 2699(a), (f), and (g).

18 **FAILURE TO PAY MINIMUM WAGES**

19 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

20 59. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
21 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
22 to be paid to employees, and the payment of a wage less than the minimum so fixed is
23 unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time
24 during which an employee is subject to the control of an employer, and includes all the time
25 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
26 Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

27 60. First, as set forth above, during the relevant time period, due to Defendants'
28 restrictions on overtime accrual, Defendants systematically failed to pay Plaintiff and other

1 non-party Aggrieved Employees for actual hours worked, because these hours were not
2 accurately recorded. Plaintiff and other non-party Aggrieved Employees were required to
3 perform work-related tasks while off-the-clock, such as preparing the warehouse floor,
4 inspecting and cleaning the warehouse floor, and waiting for employees to unlock the entrance
5 doors and let them in, but discouraged and impeded Plaintiff and other non-party Aggrieved
6 Employees from recording this time worked. Thus, Defendants failed to track this time
7 Plaintiff and other non-party Aggrieved Employees spent working off-the-clock, and Plaintiff
8 and other non-party Aggrieved Employees received no compensation for this time.

9 61. Second, as stated, due to Defendants' policies and/or practices of understaffing
10 their locations while assigning heavy workloads, including pressuring employees to meet
11 order fulfillment deadlines, and failing to schedule meal periods, Plaintiff and other non-party
12 Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they
13 were entitled and were required to work off-the-clock during meal periods, have their meal
14 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
15 periods. Moreover, as stated, Defendants' timekeeping system prevented Plaintiff and other
16 non-party Aggrieved Employees from entering time worked during meal periods because the
17 system locked out Plaintiff and other non-party Aggrieved Employees for a full 30 minutes.
18 Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved
19 Employees for actual hours worked during meal periods, because these hours were not
20 correctly recorded.

21 62. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
22 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
23 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
24 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
25 1194, 1197, and 1198.

26 63. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
28 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil

penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

64. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

65. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

66. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

67. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

68. During the relevant time period, as stated, Defendants had, and continue to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet order fulfillment deadlines, which has resulted in a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which they were

1 entitled. Further, as stated, Defendants had a company-wide practice and/or policy of failing
2 to schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
3 Employees not to be relieved of their duties for compliant meal periods.

4 69. Defendants' practices and policies prevented Plaintiff and other non-party
5 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
6 a result, Plaintiff and other non-party Aggrieved Employees had to work through all or part of
7 their meal periods, had their meal periods interrupted, and/or had to wait extended periods of
8 time before taking meal periods. For example, as stated, Plaintiff frequently had his meal
9 periods interrupted by management to discuss work-related assignments and by their requests
10 that he continue to work to meet order fulfillment deadlines. Additionally, Plaintiff
11 sometimes had to take his meal periods late, in excess of five (5) hours into his shift, due to
12 the heavy workload and lack of coverage.

13 70. Additionally, as stated, Defendants' company-wide timekeeping system
14 prevented Plaintiff and other non-party Aggrieved Employees from recording when their meal
15 periods were shortened or interrupted, because the system locked out Plaintiff and other non-
16 party Aggrieved Employees once they clocked out for a meal period, and would not permit
17 them to clock back in from a meal period before 30 minutes had elapsed. For example,
18 Plaintiff had his meal periods interrupted to discuss orders with management but was unable
19 to record that his meal period was shortened.

20 71. Further, Defendants did not provide Plaintiff and other non-party Aggrieved
21 Employees with second 30-minute meal periods on days that they worked in excess of ten (10)
22 hours in one day. During his employment, Plaintiff worked shifts in excess of ten (10) or
23 more hours per day but was not provided a second 30-minute meal period. Plaintiff and other
24 non-party Aggrieved Employees did not sign valid meal period waivers on days that they were
25 entitled to meal periods and were not relieved of all duties.

26 72. Moreover, Defendants had a company-wide policy of requiring all newly hired
27 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
28 the position that non-exempt, hourly paid employees had waived their rights to second meal

1 periods for the entirety of their employment and, on that basis, did not provide them with all
2 meal periods to which they were entitled. Further, Defendants’ “Meal Period Waiver
3 Agreement” requires employees to provide written notice should they wish to revoke the
4 waiver. Defendants’ presumption that meal periods would not be provided for shifts in excess
5 of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at
6 or near the time of hire, and imposition on employees to revoke the waivers in writing,
7 discouraged and impeded Plaintiff and other non-party Aggrieved Employees from taking all
8 meal periods to which they were entitled.

9 73. Furthermore, an employer’s obligation to provide a meal period is only
10 “triggered” when the employer “employs an employee for a work period of more than five
11 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
12 anyone to work for a full five hours, its meal break obligation is triggered.”).

13 [A]fter the meal break obligation is triggered . . . an employer is put to a
14 choice: it must (1) afford an off-duty meal period; (2) consent to a
15 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
16 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

17 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
18 required Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
19 simultaneously at or near their time of hire (as opposed to on a specific work day) renders
20 them invalid and unenforceable, because Defendants’ obligation to provide Plaintiff and other
21 non-party Aggrieved Employees with meal periods did not arise until they had employed them
22 for a full five (5) hours.

23 74. At all times mentioned herein, Defendants knew or should have known that as a
24 result of their policies, Plaintiff and other non-party Aggrieved Employees were not actually
25 relieved of all duties to take timely, uninterrupted meal periods. Defendants further knew or
26 should have known that they did not pay Plaintiff and other non-party Aggrieved Employees
27 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

28 75. Furthermore, Defendants engaged in a company-wide practice and/or policy of

1 not paying all meal period premiums owed when compliant meal periods are not provided.
2 Because of this practice and/or policy, other non-party Aggrieved Employees have not
3 received premium pay for missed, late, and interrupted meal periods. Alternatively, to the
4 extent that Defendants did pay Plaintiff and other non-party Aggrieved Employees premium
5 pay for missed, late, and interrupted meal periods, Defendants did not pay other non-party
6 Aggrieved Employees the correct rate of pay for premiums because Defendant systematically
7 failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses,
8 and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when
9 other non-party Aggrieved Employees received meal period premiums and these other forms
10 of pay, Defendants failed to pay full meal period premiums by paying a lower rate than
11 required.

12 76. Defendants' conduct violates the applicable IWC Wage Order, and California
13 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
14 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
15 558 and/or 2699(a), (f), and (g).

16 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

18 77. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
20 non-party Aggrieved Employees' employment by Defendants.

21 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 79. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest
2 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
3 employer must “relinquish any control over how employees spend their break time, and
4 relieve their employees of all duties—including the obligation that an employee remain on
5 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
6 *Inc.*, 2 Cal. 5th 257, 273 (2016).

7 80. Pursuant to the applicable IWC Wage Order and California Labor Code section
8 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
9 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
10 required rest period was not authorized and permitted.

11 81. During the relevant time period, Defendants regularly failed to authorize and
12 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
13 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
14 Defendants’ company-wide policies and practices, including understaffing and assigning
15 heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being
16 able to take rest periods. Defendants also failed to schedule rest periods, which, coupled with
17 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and other
18 non-party Aggrieved Employees not being authorized and permitted to take rest periods.

19 82. Furthermore, upon information and belief, Defendants maintained a company-
20 wide on-premises rest period policy, which effectively required that Plaintiff and other non-
21 party Aggrieved Employees remain on the work premises during their rest periods. Because
22 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
23 during rest periods, they were denied the ability to use their rest periods freely for their own
24 purposes, such as running personal errands. Thus, Defendants effectively maintained control
25 over Plaintiff and other non-party Aggrieved Employees during rest periods.

26 83. As a result of Defendants’ practices and policies, Plaintiff and other non-party
27 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
28 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they

1 were entitled. For example, Plaintiff missed at least four (4) rest periods per week because of
2 the lack of coverage and Defendants' failure to schedule rest periods for employees. When
3 Plaintiff was able to take rest periods, they were often interrupted by supervisors to discuss
4 work-related matters.

5 84. Defendants have also engaged in a company-wide practice and/or policy of not
6 paying rest period premiums owed when rest periods are not authorized and permitted.
7 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
8 have not received premium pay for all missed rest periods. Alternatively, to the extent that
9 Defendants did pay other non-party Aggrieved Employees one (1) additional hour of premium
10 pay for missed rest periods, Defendants did not pay other non-party Aggrieved Employees at
11 the correct rate of pay for premiums because Defendants failed to include all forms of
12 compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
13 remuneration, in the regular rate of pay. Accordingly, Defendants failed to authorize and
14 permit all compliant rest periods and failed to pay the full rest period premiums due.

15 85. Defendants' conduct violates the applicable IWC Wage Order and California
16 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
17 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
18 558 and/or 2699(a), (f), and (g).

19 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
20 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

21 86. At all relevant times herein, California Labor Code section 226(a) provides that
22 every employer shall furnish each of his or her employees an accurate and complete itemized
23 wage statement in writing, including, but not limited to, the name and address of the legal
24 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
25 applicable rates of pay.

26 87. During the relevant time period, Defendants have knowingly and intentionally
27 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
28 inaccurate wage statements. For example, Defendants issued uniform wage statements to

1 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
2 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
3 the pay period, including rates of pay for overtime wages and/or meal and rest period
4 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
5 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

6 88. Because Defendants did not record the time Plaintiff and other non-party
7 Aggrieved Employees spent working off-the-clock and deducted time from their records for
8 meal periods that were interrupted and/or missed (and therefore time for which they should
9 have been paid), Defendants did not list the correct amount of gross wages and net wages
10 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
11 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
12 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
13 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
14 pay in effect during the pay period and the corresponding accurate number of hours worked at
15 each hourly rate, in violation of section 226(a)(9).

16 89. Furthermore, because Defendants did not calculate other non-party Aggrieved
17 Employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal
18 and rest period premiums, Defendants did not list the correct amount of gross wages in
19 compliance with section 226(a)(1) and did not list the correct amount of net wages in violation
20 of section 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in
21 effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and
22 rest period premiums, in violation of section 226(a)(9).

23 90. The wage statement deficiencies also include, among other things, failing to list
24 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
25 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
26 for which aggrieved employees were paid; failing to list the name of the employee and only
27 the last four digits of his or her social security number or an employee identification number
28 other than a social security number; failing to list the name and address of the legal entity that

1 is the employer; and/or failing to state all hours worked as a result of not recording or stating
2 the hours worked off-the-clock.

3 91. California Labor Code section 1174(d) provides that “[e]very person employing
4 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
5 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
6 plants or establishments at which employees are employed, payroll records showing the hours
7 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
8 applicable piece rate paid to, employees employed at the respective plants or
9 establishments” Labor Code section 1174.5 provides that employers are subject to a
10 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
11 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
12 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
13 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
14 result of failing to record the off-the-clock hours that they worked.

15 92. California Labor Code section 1198 provides that the maximum hours of work
16 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
17 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
18 employment of any employees for longer hours than those fixed by the order or under
19 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
20 Wage Order, employers are required to keep accurate time records showing when the
21 employee begins and ends each work period and meal period. During the relevant time
22 period, Defendants engaged in company-wide practices and/or policies of failing to record
23 actual hours worked, and thereby failed to keep accurate records of work period and meal
24 period start and end times for Plaintiff and other non-party Aggrieved Employees in violation
25 of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and other
26 non-party Aggrieved Employees with second 30-minute meal periods to which they were
27 entitled, Defendants kept no records of meal start and end times for second meal periods.

28 93. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.

1 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
2 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

3 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

4 **VIOLATION OF LABOR CODE SECTION 204**

5 94. At all relevant times herein set forth, California Labor Code section 204
6 requires that all wages earned by any person in any employment between the 1st and the 15th
7 days, inclusive, of any calendar month, other than those wages due upon termination of an
8 employee, are due and payable between the 16th and the 26th day of the month during which
9 the labor was performed. Labor Code section 204 further provides that all wages earned by
10 any person in any employment between the 16th and the last day, inclusive, of any calendar
11 month, other than those wages due upon termination of an employee, are due and payable
12 between the 1st and the 10th day of the following month.

13 95. At all relevant times herein, California Labor Code section 204 also requires
14 that all wages earned for labor in excess of the normal work period shall be paid no later than
15 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
16 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
17 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
18 more than seven (7) calendar days following the close of the payroll period.

19 96. During the relevant time period, Defendants willfully failed to pay Plaintiff and
20 other non-party Aggrieved Employees all wages due to them within any time period specified
21 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
22 wages, and/or meal and rest period premiums.

23 97. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
24 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

25 **FAILURE TO PAY WAGES UPON TERMINATION**

26 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

27 98. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
28 that if an employer discharges an employee, the wages earned and unpaid at the time of

1 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
2 her employment, his or her wages shall become due and payable not later than seventy-two
3 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
4 his or her intention to quit, in which case the employee is entitled to his or her wages at the
5 time of quitting.

6 99. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 other non-party Aggrieved Employees who are no longer employed by Defendants the earned
8 and unpaid wages set forth above, including but not limited to, overtime wages, minimum
9 wages, and/or meal and rest period premiums, either at the time of discharge, or within
10 seventy-two (72) hours of their leaving Defendants' employ.

11 100. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
12 who are no longer employed by Defendants their wages earned and unpaid at the time of
13 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
14 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
15 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
16 2699(a), (f), and (g).

17 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

18 **VIOLATION OF LABOR CODE SECTION 2802**

19 101. At all times herein set forth, California Labor Code section 2802 provides that
20 an employer must reimburse employees for all necessary expenditures and losses incurred by
21 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
22 to prevent employers from passing off their cost of doing business and operating expenses on
23 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
24 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen
25 uniforms are required by the employer to be worn by the employee as a condition of
26 employment, such uniforms shall be provided and maintained by the employer."

27 102. During the relevant time period, Defendants expected Plaintiff and other non-
28 party Aggrieved Employees to report to work in clean and presentable uniforms bearing the

1 company logo and name, including a shirt and hat, but did not provide employees with
2 sufficient uniforms to wear for their shifts throughout the week. For example, Defendants
3 only provided Plaintiff with two (2) shirts and one (1) hat at the time of hire. Because
4 Defendants failed to provide employees with an adequate number of uniforms in relation to
5 their scheduled shifts and for the tasks they were required to perform, Plaintiff and other non-
6 party Aggrieved Employees were forced to wash their uniforms more frequently than they
7 would otherwise do laundry and incur expenses in doing so. For example, due to the nature of
8 his work, Plaintiff's uniform would become stained with grease, sweaty, soiled and/or acquire
9 an unpleasant odor such that he was unable to mix these clothes with his other laundry. As a
10 result, Plaintiff had to wash his uniform items separately from his regular clothing, thus
11 incurring additional laundry expenses for the upkeep of his uniforms. For example, Plaintiff
12 spent approximately \$10 per week at the laundromat for his uniform maintenance expenses.
13 Thus, Defendants failed to maintain uniforms they required Plaintiff and other non-party
14 Aggrieved Employees to wear during their shifts and forced them to incur the costs of
15 maintaining employee uniforms.

16 103. Defendants could have provided Plaintiff and other non-party Aggrieved
17 Employees with an adequate number of uniform items or access to laundering services. Or
18 Defendants could have reimbursed employees for laundering expenses or provided a uniform
19 allowance. Instead, Defendants passed these operating costs off onto Plaintiff and other non-
20 party Aggrieved Employees.

21 104. Defendants' company-wide policy and/or practice of not reimbursing
22 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
23 and other non-party Aggrieved Employees violates California Labor Code section 2802.
24 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
25 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

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**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF
EMPLOYMENT**

VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)

105. California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C). Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

106. At all relevant times, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other non-party Aggrieved Employees that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, and the regular payday designated by the employer, in violation of sections 2810.5(a)(1)(A) and 2810.5(a)(1)(C). Instead, the wage theft form that Defendants provided to Plaintiff is blank where the aforementioned wage information should be filled in. Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with written notice of basic information regarding their employment with Defendants is in violation of California Labor Code section 2810.5.

107. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

As to the First Cause of Action

2. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 204 (by failing to timely pay all earned wages during employment); 201 and 202 (by failing to timely pay all earned wages upon termination); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide written notice of information material to employment);

3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, and 2810.5;

4. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California

1 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
2 1197, 1198, 2802, and 2810.5;

3 5. For pre-judgment and post-judgment interest as provided by law; and

4 6. For such other and further relief as the Court may deem equitable and
5 appropriate.

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7 Dated: December 29, 2023

Respectfully submitted,

8 Capstone Law APC

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11 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

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13 Attorneys for Plaintiff Kenneth Cox
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EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

October 24, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Kenneth Cox v. Bakemark USA LLC*

Dear PAGA Administrator:

This office represents Kenneth Cox in connection with his claims under the California Labor Code. Mr. Cox was an employee of BAKEMARK USA LLC ("BAKEMARK").

The employer may be contacted directly at the address below:

BAKEMARK USA LLC
7351 CRIDER AVENUE
PICO RIVERA, CA 90660

Mr. Cox intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Cox seeks relief on behalf of himself, the State of California, and other persons who are or were employed by BAKEMARK as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BAKEMARK employed Mr. Cox as an hourly paid, non-exempt employee from approximately February 2023 to March 2023. Mr. Cox worked for BAKEMARK as a Warehouse Worker, assigned to work at its distribution center in Rancho Cordova, California. During his employment, Mr. Cox typically worked eight (8) hours or more per day and five (5) days per week. At the time his employment ended, Mr. Cox was compensated approximately \$24.07 per hour. Mr. Cox's job duties included, without limitation, reviewing orders, selecting products, wrapping pallets, operating forklifts, and loading products onto freight.

BAKEMARK committed one or more of the following Labor Code violations against Mr. Cox, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

BAKEMARK’s Company-Wide and Uniform Payroll and HR Practices

BAKEMARK USA LLC is a California limited liability company. BAKEMARK manufactures and distributes bakery ingredients, products, and supplies through six (6) manufacturing plants and thirty-three (33) distribution centers across North America, including three (3) facilities in California. Upon information and belief, BAKEMARK maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Pico Rivera, California, for all non-exempt, hourly paid employees working for BAKEMARK in California, including Mr. Cox and other aggrieved employees. At all relevant times, BAKEMARK issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Cox and other aggrieved employees, regardless of their location or position.

Upon information and belief, BAKEMARK maintains a centralized Payroll department at its corporate headquarters in Pico Rivera, California, which processes payroll for all non-exempt, hourly paid employees working for BAKEMARK in California, including Mr. Cox and other aggrieved employees. Further, BAKEMARK issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Cox and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, BAKEMARK utilized the same methods and formulas when calculating wages due to Mr. Cox and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BAKEMARK willfully failed to pay all overtime wages owed to Mr. Cox and other aggrieved employees. During the relevant time period, Mr. Cox and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of

¹ These facts, theories, and claims are based on Mr. Cox’s experience and counsel’s review of those records currently available relating to Mr. Cox’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Cox reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, BAKEMARK had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Cox and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. This policy of limiting overtime, coupled with BAKEMARK's practice of understaffing and assignment of heavy workloads (*see infra*), led Mr. Cox and other aggrieved employees to work off-the-clock, before and after their scheduled shifts. For example, approximately twice per week, and up to one (1) hour before he clocked in at his scheduled shift-start time, BAKEMARK's managers instructed Mr. Cox to complete work-related tasks. For instance, on one (1) occasion, Mr. Cox's supervisor asked him to report to work 30 minutes before his scheduled shift start-time and begin preparing the warehouse floor for the day, which included sweeping and discarding of shrink wrap leftover from the prior shift, but did not allow Mr. Cox to clock in for this time. Also, after clocking out at his scheduled shift end-time, BAKEMARK's managers sometimes required Mr. Cox to inspect and clean the warehouse floor before he could leave for the day. As a further example, after reporting to work on time, Mr. Cox was sometimes forced to wait at least a few minutes until a manager or keyholder employee arrived at the facility, before being able to enter BAKEMARK's facility and clock in, because there was no one available to open the door for him. Thus, BAKEMARK failed to track all of the time that employees spent working before and after scheduled shifts, and Mr. Cox and other aggrieved employees received no compensation for this time.

Second, during the relevant period, BAKEMARK had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, including pressuring employees to meet order fulfillment deadlines, resulting in a failure to provide Mr. Cox and other aggrieved employees with adequate meal period coverage. BAKEMARK also had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Cox and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this lack of meal period coverage, Mr. Cox and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Cox worked through his unpaid meal periods to keep up with customer demand and meet order fulfillment deadlines and also had his meal periods interrupted by managers to discuss the status of pending orders, which could take up to 15 minutes per instance. Thus, Mr. Cox and other aggrieved employees worked through meal periods and/or had them interrupted to handle their assigned workloads and responsibilities, and BAKEMARK did not pay Mr. Cox and other aggrieved employees for the time they continued to perform tasks during meal periods.

Third, BAKEMARK's company-wide timekeeping system prevented Mr. Cox and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Cox and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, BAKEMARK's timekeeping system further prevented Mr. Cox and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

BAKEMARK knew or should have known that as a result of these company-wide practices and/or policies, Mr. Cox and other aggrieved employees were performing assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work

for which they were not paid. Because Mr. Cox and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Cox and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, BAKEMARK did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, BAKEMARK paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BAKEMARK failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BAKEMARK failed to pay all overtime wages by paying a lower overtime rate than required.

BAKEMARK's failure to pay Mr. Cox and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

As set forth above, during the relevant time period, due to BAKEMARK's restrictions on overtime accrual, BAKEMARK systematically failed to pay Mr. Cox and other aggrieved employees for actual hours worked, because these hours were not accurately recorded. Mr. Cox and other aggrieved employees were required to perform work-related tasks while off-the-clock, such as preparing the warehouse floor, inspecting and cleaning the warehouse floor, and waiting for employees to unlock the entrance doors and let them in, but discouraged and impeded Mr. Cox and other aggrieved employees from recording this time worked. Thus, BAKEMARK failed to track this time Mr. Cox and other aggrieved employees spent working off-the-clock, and Mr. Cox and other aggrieved employees received no compensation for this time.

As also stated, due to BAKEMARK's policies and/or practices of understaffing its jobsites while assigning heavy workloads, including pressuring employees to meet order fulfillment deadlines, and failing to schedule meal periods, Mr. Cox and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, BAKEMARK's timekeeping system prevented Mr. Cox and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Cox and other aggrieved employees for a full 30 minutes. Thus,

BAKEMARK systematically failed to pay Mr. Cox and other aggrieved employees for actual hours worked during meal periods, because these hours were not correctly recorded.

Thus, BAKEMARK did not pay at least minimum wages for all hours worked by Mr. Cox and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, BAKEMARK did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, BAKEMARK regularly failed to pay at least minimum wages to Mr. Cox and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, BAKEMARK had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet order fulfillment deadlines, which has resulted in a lack of meal period coverage and prevented Mr. Cox and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, BAKEMARK had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Cox and other aggrieved employees not to be relieved of their duties for compliant meal periods.

BAKEMARK's practices and policies prevented Mr. Cox and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Cox and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Cox frequently had his meal periods interrupted by management to discuss work-related assignments and by their requests that he continue to work to meet order fulfillment deadlines. Additionally, Mr. Cox sometimes had to take his meal periods late, in excess of five (5) hours into his shift, due to the heavy workload and lack of coverage.

Additionally, as stated, BAKEMARK's company-wide timekeeping system prevented Mr. Cox and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Cox and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Mr. Cox had his meal periods interrupted to discuss orders with management but was unable to record that his meal period was shortened.

Further, BAKEMARK did not provide Mr. Cox and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Cox worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Cox and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, BAKEMARK had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. BAKEMARK took the position that non-exempt, hourly paid employees had waived their rights to second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, BAKEMARK's "Meal Period Waiver Agreement" requires employees to provide written notice should they wish to revoke the waiver. BAKEMARK's presumption that meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Cox and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That BAKEMARK requires Mr. Cox and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because BAKEMARK's obligation to provide Mr. Cox and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

BAKEMARK knew or should have known that as a result of its company-wide policies and/or practices, Mr. Cox and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. BAKEMARK further knew or should have known that it did not pay Mr. Cox and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, BAKEMARK engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that BAKEMARK did pay other aggrieved employees for missed, late, and interrupted meal periods, BAKEMARK did not pay other aggrieved employees at the correct rate of pay for premiums because BAKEMARK systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BAKEMARK failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, BAKEMARK regularly failed to authorize and permit Mr. Cox and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, BAKEMARK's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Cox and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, BAKEMARK failed to schedule rest periods, which, coupled with BAKEMARK's failure to provide adequate rest period coverage, further led to Mr. Cox and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, BAKEMARK maintained a company-wide on-premises rest period policy, which effectively required that Mr. Cox and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Cox and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BAKEMARK effectively maintained control over Mr. Cox and other aggrieved employees during rest periods.

As a result of BAKEMARK's practices and policies, Mr. Cox and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Cox missed at least four (4) rest periods per week because of the lack of coverage and BAKEMARK's failure to schedule rest periods for employees. When Mr. Cox was able to take rest periods, they were often interrupted by supervisors to discuss work-related matters.

BAKEMARK also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Cox and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that BAKEMARK did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BAKEMARK did not pay other aggrieved employees at the correct rate of pay for premiums because BAKEMARK failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BAKEMARK failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BAKEMARK has not provided Mr. Cox and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BAKEMARK has knowingly and intentionally provided Mr. Cox and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BAKEMARK issued uniform wage statements to Mr. Cox and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, BAKEMARK violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because BAKEMARK did not record the time Mr. Cox and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BAKEMARK did not list the correct amount of gross wages and net wages earned by Mr. Cox and other aggrieved employees

in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BAKEMARK failed to accurately list the total number of hours worked by Mr. Cox and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

In addition, because BAKEMARK did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, BAKEMARK did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). BAKEMARK also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BAKEMARK willfully failed to maintain accurate payroll records for Mr. Cox and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BAKEMARK engaged in company-wide practices and/or policies of failing to record actual hours worked and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Cox and other aggrieved employees, in violation of section 1198. Furthermore, in light of BAKEMARK's failure to provide Mr. Cox and other aggrieved employees with second 30-minute meal periods to which they were entitled, BAKEMARK kept no records of meal start and end times for second meal periods.

Because BAKEMARK failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Cox and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that

they were paid correctly and in full. Instead, Mr. Cox and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BAKEMARK failed to pay Mr. Cox and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

During the relevant time period, BAKEMARK willfully failed to pay Mr. Cox and other aggrieved employees who are no longer employed by BAKEMARK all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BAKEMARK's employ.

Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.” IWC Wage Order No. 7-2001 further provides that: “[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.”

First, during the relevant time period, BAKEMARK expected Mr. Cox and other aggrieved employees to report to work in clean and presentable uniforms bearing the company logo and name, including a shirt and hat, but did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, BAKEMARK only provided Mr. Cox with two (2) shirts and one (1) hat at the time of hire. Because BAKEMARK failed to provide its employees with an adequate number of uniforms in relation to their scheduled shifts and for the tasks they were required to perform, Mr. Cox and other aggrieved employees were forced to wash their uniforms more frequently than they would otherwise do laundry and incur expenses in doing so. For example, due to the nature of his work, Mr. Cox's uniform would become stained with grease, sweaty, soiled and/or acquire an unpleasant odor such that he was unable to mix these clothes with his other laundry. As a result, Mr. Cox had to wash his uniform items separately from his regular clothing, thus incurring additional laundry expenses for the upkeep of his uniforms. For example, Mr. Cox spent approximately \$10 per week at the laundromat for his uniform maintenance expenses. Thus, BAKEMARK failed to maintain uniforms they required Mr. Cox and other aggrieved employees to wear during their shifts and forced them to incur the costs of maintaining employee uniforms.

Second, during the relevant time period, BAKEMARK, on a company-wide basis, required other aggrieved employees to wear special safety shoes such as steel-toed shoes, which they were required to wear while at work and necessary for the completion of their work-related duties. However, BAKEMARK did not provide these safety shoes to employees. Instead, other aggrieved employees were required to purchase safety shoes such as steel-toed shoes in order to perform their work duties, and were not reimbursed for this cost.

BAKEMARK could have provided Mr. Cox and other aggrieved employees with the actual equipment for use on the job, such as safety shoes and an adequate number of uniform items or access to laundering services. Or, BAKEMARK could have reimbursed employees for safety shoes and laundering expenses or provided a uniform maintenance allowance. Instead, BAKEMARK passed these operating costs off onto Mr. Cox and other aggrieved employees. At all relevant times, Mr. Cox did not earn at least two (2) times the minimum wage.

Thus, BAKEMARK had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code

section 2802. Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

BAKEMARK failed to provide Mr. Cox and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, BAKEMARK failed to provide Mr. Cox and other aggrieved employees with the hourly rate(s) of pay, including the overtime rate(s) of pay, and the regular payday designated by the employer, in violation of sections 2810.5(a)(1)(A) and 2810.5(a)(1)(C). Instead, the wage theft form that BAKEMARK provided to Mr. Cox is blank where the aforementioned wage information should be filled in. BAKEMARK's failure to provide Mr. Cox and other aggrieved employees with written notice of basic information regarding their employment with BAKEMARK is in violation of Labor Code section 2810.5.

Mr. Cox and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BAKEMARK, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Cox's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Cox seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular

California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Cox, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against BAKEMARK for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Cox seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Cox's reasonable attempt to settle his dispute with BAKEMARK prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform BAKEMARK of Mr. Cox's aforementioned grievances and the proposed remedies as detailed below, while affording BAKEMARK a reasonable opportunity to satisfy Mr. Cox's demands.

Demand is hereby made that BAKEMARK shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. BAKEMARK shall pay Mr. Cox and all other aggrieved employees employed by BAKEMARK at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. BAKEMARK shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. BAKEMARK shall conduct a survey or interview all current and former aggrieved employees in California who worked for BAKEMARK in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for uniform maintenance expenses, safety shoes, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. BAKEMARK shall pay Mr. Cox and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. BAKEMARK also shall pay Mr. Cox and each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. BAKEMARK shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for BAKEMARK's benefit, including, but not limited to, costs of uniform maintenance, safety shoes, or other expenditures, as required by Labor Code section 2802.

6. BAKEMARK shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. BAKEMARK shall provide all aggrieved employees employed by BAKEMARK at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. BAKEMARK shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. BAKEMARK shall provide all aggrieved employees written notice of basic information regarding their employment that includes the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
10. BAKEMARK shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Jezzette Ron
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "J. Ron". The signature is stylized with a large, looped "J" and a cursive "Ron".

Jezzette Ron

Copy: BAKEMARK USA LLC (via U.S. Certified Mail)

Capstone Law, APC
875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 6802

BAKEMARK USA LLC
7351 CRIDER AVENUE
PICO RIVERA, CA 90660

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

BAKEMARK USA LLC
7351 CRIDER AVENUE
PICO RIVERA, CA 90660

9590 9402 7690 2122 7205 18



COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent
☒ Addressee

Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2264 6802

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery instructions, visit our website at usps.com

OFFICIAL USE

COV V.

BAKEMARK

Signature of Addressee (Print Name)
Signature of Agent (Print Name)
Signature of Addressee (Print Name)

BAKEMARK USA LLC
7351 CRIDER AVENUE
PICO RIVERA, CA 90660

PS Form 3811, July 2020 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

1. **BAKEMARK USA LLC**
7351 CRIDER AVENUE
PICO RIVERA, CA 90660



9590 9402 7690 2122 7205 18

2. Article Number (Transfer from service label)

7022 2410 0000 2264 6802

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery (00)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt