GARAY LAW

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THROUGH ONLINE FILING - NOTICE

California Labor and Workforce Development Agency Private Attorneys General Act

Re: Evelyn Gomez v. Perrin Bernard Supowitz, LLC, dba Individual FoodService

JOSE GARAY, APLC represents the interests of Ms. EVELYN GOMEZ ("Employees" or "Complainants"), who are filing this LWDA/PAGA Notice regarding Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of herself and other aggrieved employees. Claimant worked for Perrin Bernard Supowitz, LLC, dba Individual FoodService at 5400 Lindbergh Lane, Bell, California 90201 from March 2023 through December 29, 2025 as a non-exempt employee.

Perrin Bernard Supowitz, LLC, dba Individual FoodService ("Employer") is a wholesale distributor company specializing in the provision of eco-friendly and customized packaging, paper and plastic disposable products, janitorial and sanitation supplies, and a variety of food products to its customers. It employs multiple non-exempt employees at its location and is a covered employer pursuant to Labor Code §§ 2100 - 2112. It is estimated to have numerous current and former non-exempt employees throughout California.

The purpose of this correspondence is to notify you that the Claimants intend to seek penalties, on behalf of themselves and all other aggrieved employees, against their Employer pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq. Claimants were employed by Employer as non-exempt employees.

This correspondence serves as the Claimants' written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1). The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 227.3, 512, 558, 1174, 1174.5, 1198, 2100 – 2112, 2800 – 2802 and the Industrial Welfare Commission Wage Orders ("IWC Wage Order"), Cal/OSHA, and/or California's Health and Safety Code as it relates to the claims alleged herein.

The claims made on behalf of Claimants, the State of California, and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PROVIDE MEAL PERIODS:

Employer failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Claimants and other Aggrieved Employees to work more than five (5) hours per day but did not provide uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal period after their tenth (10th) hour of work. On the occasions that Claimants and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted, cut short, and/or were "working meal periods." Moreover, Claimants and Aggrieved Employees were not credited with time on task even though they were required to be on-call or on standby during meal periods in violation of Labor Code § 2103.

Employer's excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from complying with their ability to take timely, complete and duty-free meal periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person oral interruptions; and, (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on meeting unlawful quota and production demands and/or completing job requirements over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Aggrieved Employees were adversely and unlawfully impacted by Employer's meal period policies which discouraged them from taking legal breaks to meet Employer's quota requirements.

As such, Employer's policies and practices prevented employees from complying with California's meal period laws pursuant to California Labor Code § 2102 which states, "*An employee shall not be required to meet a quota that **prevents compliance** with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse*

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employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to § 2101."

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for missed meal periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a), 1198, and 2100 - 2112.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

Fact Summary: Complainant regularly worked daily shifts exceeding five (5) hours and frequently exceeding ten (10) hours. However, she was never permitted to take her meal period before completing her fifth (5th) hour of work, as the law requires. Instead, she was typically required to wait until after her sixth (6th) hour to take her meal break, a systematic practice that occurred daily, five (5) days per week throughout her entire nearly three-year employment relationship.

Even when Complainant was finally permitted to take her meal period, she was constantly contacted on her personal cell phone during her meal breaks by supervisors, drivers, loaders, and office coworkers with work-related requests and matters. Because she was the only employee who spoke English, she was required to respond to and assist with these requests even during her meal break time, destroying any "duty-free" character of the meal period. These phone interruptions were systematic and occurred daily.

As a direct result of these unlawful and intentional practices, Claimant was not only denied legally compliant and timely meal periods but was also transformed into an "on-call" employee during her supposed meal breaks, resulting in "working meal periods" that failed to comply with any California legal requirement. The Employer never paid Claimant the legally required premium compensation of one (1) hour at her regular rate of pay for each of these violated meal periods.

2. FAILURE TO PROVIDE REST PERIODS:

Employer failed to authorize and permit Claimants and other Aggrieved Employees from taking legal 10-minute rest periods. Employer required Claimants and other Aggrieved Employees to work through rest periods or to remain on-call or to standby for quota updates or quota related communications verbally or through radios or cell phones. Claimants and other Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or curtailed. Moreover, Claimants and other Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, *2 Cal.5th 257 (2016).*

Employer's excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt warehouse employees, failed and refused to implement and enforce legally compliant rest period policies and practices and instead aggressively pushed aggrieved employees to meet excessive quotas; (3) Employer failed to adequately inform and train managers, leads, supervisors and foreman and Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non- compliant rest periods; (5) Employer failed to ensure that there was adequate staffing (except to utilize staffing agencies to replace employees who failed to meet quota) to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimants and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, recovery periods, and meal periods, which included responding to in-person oral interruptions; and, (7) Employer's policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing quotas, production demands, and other job requirements over the employees' right to receive legal rest periods. Furthermore, Aggrieved Employees were adversely impacted by Employer's meal, rest, and recovery period policies which discouraged them from taking these breaks to meet Employer's production requirements.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the missed rest periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 1198, and 2100 *et seq.*

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.7, 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

Fact Summary: Complainant regularly worked shifts of nine (9) to sixteen (16) hours daily, which would have required between two (2) and three (3) ten (10) minute rest periods each. However, the Employer never authorized or permitted her to take a single rest period during her nearly three-year employment. This complete denial of rest breaks occurred systematically, five (5) days per week, daily.

The Employer justified this illegal practice by arguing that with only three (3) employees and a massive workload of 1,300 to 1,600 orders daily, permitting Claimant to take rest breaks would cause work to accumulate. The Employer's irrational and impossible quota required all orders to be completed by the end of the shift, meaning Claimant frequently worked until 1:00 a.m., 2:00 a.m., or even later without receiving a single ten (10) minute rest break.

As a direct result of these systematic and deliberate practices, Claimant accumulated massive rest period violations—literally hundreds of rest breaks not provided during her employment. The Employer never paid Claimant the legally required premium compensation of one (1) hour at her regular rate of pay for each of these violated rest periods.

3. FAILURE TO PAY ALL WAGES DUE TO SEPARATED EMPLOYEES.

The Employer failed to timely pay all wages owed to Claimant at the time of her separation from employment because Claimant was not paid all the wages she was owed including, inter alia, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code sections 201(a), 202(a) and 203(a).

Claimant, on behalf of herself and other aggrieved employees, will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

Fact Summary: Complainant was separated from her employment on December 29, 2025 after nearly three years of employment. Throughout this entire period, she regularly worked shifts exceeding five (5) hours and frequently exceeding ten (10) hours daily. As a result of the Employer's practices alleged in Sections 1 and 2, Claimant accumulated hundreds of hours of premium compensation owed for non-compliant and interrupted meal periods (occurring daily, five days per week) and hundreds of hours of premium compensation owed for completely denied rest periods (occurring daily, five days per week). The Employer never paid these owed sums during her employment. At the time of separation, the Employer paid a final paycheck the following week that was incomplete and did not include any of the accumulated premiums for meal period and rest period violations. Consequently, the Employer breached its legal obligation to pay all wages owed at separation.

4. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the Employer issued inaccurate wage statements to Claimants and other Aggrieved Employees that failed to include the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employer violated California Labor Code § 226(a).

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to California Labor Code § 226.3; and attorneys’ fees and costs.

Fact Summary: As a result of the underlying wage and hour violations alleged above, specifically the failure to pay Claimant the premium compensation for non-compliant and interrupted meal periods and completely denied rest periods, the itemized wage statements issued by the Employer did not accurately reflect her true gross wages earned or her correct rates of pay. The paystubs did not include the hundreds of hours of premium compensation owed, resulting in wage statements that were substantially inaccurate.

5. FAILURE TO MAINTAIN ACCURATE RECORDS.

Employer failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, rest periods and/or total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d). These inaccurate records deprived Claimant of complete and accurate compensation, as they did not precisely reflect all hours worked, including meal periods during which she was required to work and rest periods that were completely denied.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code § 1174.5 penalties; and attorneys' fees and costs.

Fact Summary: The Employer's timekeeping system (fingerprint time clock machine) frequently malfunctioned and did not work. When the machine failed, Claimant was required to manually document her time on a spreadsheet. However, the Employer's supervisors frequently forgot to provide time sheets timely, forcing Claimant to complete her hours at the end of her shift based solely on her memory. This negligent practice resulted in inaccurate time records and errors. Claimant was even disciplined (received a warning) for making errors in estimating hours. These inaccurate records prevented accurate compensation for all hours worked.

6. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an Employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his job duties or in direct consequence of his obedience to the directions of the Employer. The applicable IWC Wage Order requires Employer to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and other Aggrieved Employees incurred necessary business-related expenses and costs that Employer did not fully reimburse.

These costs include the use of Claimant's personal cell phone to send and receive messages and calls with supervisors, drivers, and coworkers to communicate work duties, coordinate deliveries, and perform essential job functions. Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; and attorneys' fees and costs.

Fact Summary: Claimant was required by the Employer to use her personal cell phone throughout her employment to coordinate deliveries with drivers, communicate estimated arrival times and delivery locations, and coordinate with loaders and other coworkers regarding work-related matters. Because Claimant was the only English-speaking employee, she was the sole person available to conduct these critical work communications on her personal device. Despite this being an essential and mandatory work requirement, the Employer never provided Claimant with a company phone and never reimbursed her for any expenses related to the use of her personal cell phone, including data plan costs and call charges incurred in the direct consequence of performing her job duties.

7. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code § 227.3, "[W]henever a contract of employment or Employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or Employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimants and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer violated California Labor Code § 227.3.

Claimants, for themselves and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; California Labor Code § 227 penalties; and attorneys' fees and costs.

Fact Summary: Throughout Claimant's nearly three-year employment (March 2023 – December 2025), she was never permitted to take vacation time. When she requested or sought vacation time, the Employer denied her request, stating that there was not sufficient staffing to allow her to take vacation days. As a result, Claimant accrued and earned vacation time during her entire employment period but was never permitted to use it. At the time of her termination on December 29, 2025, Claimant had accumulated substantial unused and accrued vacation time that should have been paid to her as wages at her final rate of pay pursuant to Labor Code section 227.3. The Employer failed to pay Claimant for any of this accrued vacation time, in direct violation of law.

8. VIOLATION OF LABOR CODES 226, 1198.5, 432, 2104: FAILURE TO PROVIDE PERSONNEL FILE & QUOTA DESCRIPTION

Employers were served with a valid request for Claimants' personnel file and Employer failed to provide Claimants' complete personnel file and failed to disclose Claimants' written quota description pursuant to Labor Code §§ 226, 1198.5, 432, and 2104. A request for Claimants' personnel file and quota description was submitted timely and more than 21 days passed, and Employer failed to comply with the requests.

9. VIOLATION OF CALIFORNIA'S WAREHOUSE QUOTA LAWS

Employer knew or should have known it imposed systematic quota and production demands on Claimants and other Aggrieved Employees which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Employer had a duty to ensure its production demands/quotas did not prevent Claimants' and other Aggrieved Employees' from complying with laws pertaining to meal periods, rest periods, bathroom breaks, and/or expose them to safety or OSHA hazards. Employer is a "covered Employer", and its warehouse employees are "covered employees."

Employer implements quotas as defined in Labor Code § 2100(h) and subjects Claimants and Aggrieved Employees to adverse employment action as defined in Labor Code § 2102 which states:

> *"An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An Employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101."*

Furthermore, Employer willfully, knowingly and intentionally failed to establish quotas that did not harm Claimants and Aggrieved Employees all to increase Employer's profits without concern for employee safety. Employer, in fact, tracked meals, rest, and recovery periods that were not provided and did nothing to change its policies and practices. Furthermore, Employer prevented compliance with California's meal and rest breaks laws and failed to consider meal and rest breaks as productive time when Claimants and Aggrieved Employees were required to remain on-call in violation of Labor Code § 2103(b).

Claimants and other Aggrieved Employees were not permitted to take compliant breaks, due to Employer's unlawful policy and practice to favor production goals over employee rights. Consequently, Claimants and other Aggrieved Employees were not authorized or permitted to take breaks, including first, second, and third rest breaks and Employer's policies prevented Aggrieved Employees from taking compliant breaks as required by California law.

Furthermore, Employer did not provide to each employee a written description of each quota the employee works under, maintained secret (undisclosed) quotas, and failed to provide written disclosures each and every time quotas changed either seasonally, daily, hourly, weekly, and/or monthly. This includes the number of tasks to be performed or materials that must be produced or handled within a time period, and any potential adverse employment action that could result from failing to meet the quota. This information has not been given by Employer to all new employees when hired commencing January 1, 2022, to the present.

Employer failed to produce Claimant's written quota disclosure upon written request pursuant to Labor Code sections 2100-2112 and failed to provide written disclosures to new hires since January 1, 2022, and to current employees each time the quota changed. Employer has a policy and practice of taking adverse employment action against Aggrieved Employees for failing to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Labor Code § 2101.

Employer has been previously sued for many of the violations alleged herein, and rather than change its policies, it continues to violate the law intentionally and willfully. In fact, Employer has been the subject of OSHA investigations and DIR investigations and has been fined and rather than comply with authorities and the state it continues to violate California's quota and labor laws.

Additionally, the Employer failed to provide written disclosures of quotas, as required by law, and enforced undisclosed, constantly changing quotas.

Fact Summary: The Employer imposed a daily quota of approximately 1,300 to 1,600 customer orders that Claimant was required to complete and process by the end of each shift, with no orders to be left pending. Claimant was hired as a general order processor but was the only employee fully trained in all warehouse operations and was relied upon to complete the entire quota. The Employer's supervisor, Fidel, strictly enforced this quota through verbal daily communications, but never provided any written quota disclosure as required by Labor Code section 2101.

The Employer's quota directly prevented Claimant from complying with California's meal and rest period laws. When Claimant received orders before her meal break, she was prohibited from taking her meal period until all orders were completed, a practice that routinely resulted in meal breaks being delayed until after the sixth hour of work or being missed entirely. Similarly, Claimant was never permitted to take any rest periods because the Employer stated that her absence, even for ten (10) minutes, would cause work to accumulate. If Claimant did not complete all orders by the end of her shift, she was required to remain until 1:00 a.m., 2:00 a.m., or even later, sometimes working shifts lasting 16 hours with no rest periods and interrupted or delayed meal periods.

Throughout Claimant's nearly three-year employment, the Employer maintained this quota structure without modification, demonstrating a pattern of prioritizing production goals over the Employer's legal obligation to ensure Claimant's compliance with California's meal and rest period protections.

Sincerely,

José R. Garay, Esq.

JOSÉ GARAY, APLC

AGENT FOR SERVICE - EMPLOYER NOTICE PROVIDED BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

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