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Attorneys for Plaintiff MAUDLYN POWELL, as an individual and on behalf of all similarly situated employees,

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

MAUDLYN POWELL, as an individual  
and on behalf of all similarly situated  
employees,

Plaintiff,

v.

SWEET RED PEACH; and DOES 1  
through 50, inclusive,

Defendant.

Case No.:

**CLASS AND PAGA ACTION**

**PLAINTIFF'S COMPLAINT FOR DAMAGES**

1. Violation of Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Labor Code §§ 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 226, subd. (a), (e), 226.3, 1174, 1174.5 (Failure to Issue Accurate Itemized Wage Statements);
5. Violation of Labor Code §§ 2802(A) (Failure to Reimburse Employees for Necessary Business Expenditures)
6. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices); and
7. Violation of Labor Code §§ 2698-2699 (Private Attorneys General Act ("PAGA")).

**DEMAND FOR JURY TRIAL**

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
7/12/2024 11:15 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By J. Covarrubias, Deputy Clerk

1 Plaintiff MAUDLYN POWELL (“Plaintiff”), as an individual and on behalf of all  
2 similarly situated employees, complains, and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class she seeks to  
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all current and former  
6 non-exempt employees of Defendant SWEET RED PEACH, a California corporation  
7 (“Defendant”), and DOES 1 through 50, inclusive, in the State of California during the Class  
8 Period. The term “Class Period” is defined as four (4) years prior to the filing of this Complaint  
9 through judgment. The term “PAGA Period” is designated as the period from May 13, 2024, one  
10 (1) year prior to the date of Plaintiff’s notice to the Labor and Workforce Development Agency  
11 and Defendant through judgment. Plaintiff reserves the right to amend this complaint to reflect a  
12 different “Class Period” and or “PAGA Period” as further discovery is conducted.

13 2. Plaintiff, individually and on behalf of Plaintiff Class, seeks relief against  
14 Defendant, for Defendant’s practices of violating the applicable Industrial Welfare Commission  
15 (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: (1) failure to pay all  
16 wages (including minimum, regular, and overtime); (2) failure to provide meal and rest periods  
17 or provide compensation in lieu thereof; (3) failure to provide accurate itemized wage statements;  
18 and (4) failure to reimburse employees for necessary business expenses. These violations concern  
19 current and past employees of Defendant.

20 3. At all relevant times herein, Defendant has consistently maintained and enforced  
21 against Plaintiff and Plaintiff Class the unlawful practices and policies set forth herein.

22 **JURISDICTION AND VENUE**

23 4. Venue is proper in this judicial district and the County of Los Angeles, pursuant  
24 to the Code of Civil Procedure sections 395 and 395.5, because the acts that give rise to the causes  
25 of action alleged herein occurred in this county.

26 5. This Court has personal jurisdiction over Defendant, because Defendant has its  
27 main place of business in, and conduct business in the State of California, and a substantial portion  
28 of the acts, omissions, events, and transactions constituting the causes of action alleged herein

1 occurred within the State of California, and more specifically, in the county of Los Angeles. (Code  
2 Civ. Proc., § 410.10.)

3 6. The California Superior Court has jurisdiction over this matter because the  
4 individual claims are under the seventy-five-thousand-dollar (\$75,000.00) individual  
5 jurisdictional threshold and the five-million-dollar (\$5,000,000.00) aggregate jurisdictional  
6 threshold for federal court; and upon information and belief, Plaintiff and Defendant are citizens  
7 of, residents of, and/or domiciled in the State of California. Further, there is no federal question  
8 at issue as the issues herein are based solely on California statutes and law, including the Labor  
9 Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business &  
10 Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this  
11 matter.

## 12 **THE PARTIES**

### 13 **Plaintiff**

14 7. Plaintiff was employed by Defendant as a non-exempt employee from in or around  
15 2019 through the present, at Defendant's place of business in Inglewood, California. At all relevant  
16 times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. At all  
17 relevant times herein, Plaintiff was entitled to compensation for all hours worked, including  
18 minimum, regular, and overtime wages, meal and rest period premiums from Defendant. Plaintiff  
19 was employed by Defendant within the four (4) years prior to the commencement of this action.

20 8. The Plaintiff Class consists of identifiable, current, and/or former similarly  
21 situated persons who were employed by Defendant as non-exempt employees in California during  
22 the Class Period.

### 23 **Defendant**

24 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant makes  
25 custom cakes and pastries, and was Plaintiff's employer. On information and belief, and based  
26 thereon, Plaintiff alleges that Defendant is conducting business in good standing in California,  
27 and at all times herein mentioned has regularly conducted business throughout the State of  
28 California.

1           10.     Plaintiff are ignorant of the true names, capacities, relationships and extent of  
2 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,  
3 inclusive, but on information and belief, allege that said Defendants are legally responsible for  
4 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and  
5 capacities of the DOE Defendants when that information is ascertained.

6           11.     Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant  
9 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint  
10 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,  
11 are alter egos, joint employers, and conspire with one another to increase profits by engaging in  
12 the conduct described in this complaint.

13           12.     Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
14 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
15 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned  
16 below was acting, at least in part, within the course and scope of that authority as such agent,  
17 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
18 the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant  
19 are legally attributable to the other Defendants.

20                   **PAGA ADMINISTRATIVE PREREQUISITE**

21           13.     By this complaint, Plaintiff brings this case as a representative action seeking  
22 penalties for the State of California in a representative capacity, as provided by PAGA, labor  
23 Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was  
24 employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5.  
25 Plaintiff and other Aggrieved Employees are current and former employees of Defendant starting  
26 from three hundred sixty-five (365) days from the submission of the written notice to the LWDA  
27 and Defendant to the resolution of this matter. Plaintiff specifically alleged the following in her

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1 notice to the Labor and Workforce Development Agency (“LWDA”) and the employer: violations  
2 of Labor Code sections 226, 226.7, 510, 512, 558, 1171, and 1194.

3 14. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of  
4 action under PAGA only after giving notice to the LWDA and the employer of the Labor Code  
5 section alleged to have been violated, and after sixty-five (65) days have passed without notice.  
6 Prior to filing this complaint, on February 8, 2024, Plaintiff gave written notice by certified  
7 electronic mail to the LWDA and to Defendant of the specified provisions alleged to have been  
8 violated, including the facts and theories to support the alleged violation as required by Labor  
9 Code section 2699.3. A true and correct copy of Plaintiff’s letter sent to the LWDA on February  
10 8, 2024, is attached hereto as “Exhibit A.”

11 15. More than sixty-five (65) days have passed since Plaintiff submitted their February  
12 8, 2024, notice to the LWDA and Defendant of the specific alleged Labor Code violations and  
13 the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.

14 16. Plaintiff further has received no notice of Defendant’s intent to cure any of the  
15 alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this  
16 action with regard to her February 8, 2024, PAGA notice.

17 **FACTUAL ALLEGATIONS**

18 17. Plaintiff and Plaintiff Class are, and all times relevant herein, have been non-  
19 exempt employees within the meaning of the Labor Code, and the implementing rules of the IWC  
20 Wage Orders.

21 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant  
22 continues to employ non-exempt employees within California.

23 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant’s  
24 policies and practices described herein are common across each of Defendant’s locations within  
25 the State of California.

26 20. Plaintiff is informed and believes, and based thereon alleges, that at all times  
27 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals

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1 who were knowledgeable about California's wage and hour laws, employment and personnel  
2 practices, and the requirements of California law.

3 21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
4 or should have known that Plaintiff and Class Members were entitled to receive wages for all  
5 hours worked, including minimum, regular, and overtime wages, and that they were not receiving  
6 all wages earned for work that was required to be performed. In violation of the Labor Code and  
7 IWC Wage Orders, Defendant failed to pay Plaintiff and Class Members' earned wages by failing  
8 to pay for all hours worked, among other things. Plaintiff and Class Members were required to  
9 work through meal periods. Defendant failed or refused to provide premium compensation to  
10 Plaintiff and Plaintiff Class for all missed meal periods. Further, Defendant failed to record and/or  
11 pay Plaintiff and Class Members for all hours worked in excess of eight (8) hours.

12 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
13 or should have known that Plaintiff and Class Members were entitled to receive all required meal  
14 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate  
15 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the  
16 Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing  
17 compliant meal periods. Plaintiff and Class Members were unable to take a duty-free meal period  
18 or had their meal periods interrupted as a result of understaffing and a busy workload. As a result  
19 of Defendant's understaffing and daily work requirements and demands, Plaintiff and Class  
20 Members did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff  
21 and Class Members' regular rate of pay when they did not receive a timely, uninterrupted thirty  
22 (30) minute off-duty meal period.

23 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
24 or should have known that Plaintiff and Class Members were entitled to receive all paid rest  
25 periods or payment of one (1) additional hour of pay at Plaintiff and Class Members' regular rate  
26 of pay when a rest period was missed, interrupted, or shortened. In violation of the Labor Code  
27 and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing paid rest  
28 periods. As a result of Defendant's understaffing and daily work requirements and demands,

1 Plaintiff and Class Members did not receive all paid rest periods or payment of one (1) additional  
2 hour of pay at Plaintiff and Class Members' regular rate of pay when a paid rest period was  
3 missed, truncated, or interrupted.

4 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew  
5 or should have known that Plaintiff and Class Members were entitled to receive itemized wage  
6 statements that accurately showed their actual hours worked, total hours worked, number of hours  
7 worked at each hourly rate, gross and net wages earned, and premium wages earned per pay period  
8 in accordance with California law. In violation of the Labor Code, Plaintiff and Class Members  
9 were not provided with accurate itemized wage statements.

10 25. Plaintiff is informed and believes, and based thereon alleges, Defendant instituted  
11 policies and procedures that offset the necessary costs of doing business on its employees.  
12 Plaintiff and Plaintiff class were required to maintain Defendant's uniform. Defendant failed to  
13 reimburse Plaintiff and Plaintiff's Class for the cost of the maintenance of Defendant's uniform.  
14 Defendant required Plaintiff and Plaintiff class to take on the burden of these expenses without  
15 reimbursement in violation of Labor Code section 2802.

16 **CLASS ALLEGATIONS**

17 26. Plaintiff brings this action on behalf of herself and all other similarly situated  
18 employees, as a class action pursuant to Code of Civil Procedure section 382.

19 27. Plaintiff's proposed class consists of and is defined as follows: all individuals who  
20 worked for Defendant in a California location as non-exempt employees during the Class Period.

21 28. Plaintiff reserves the right under California Rules of Court, rule 3.765, to amend  
22 or modify the class description(s) with greater specificity or further division into subclasses or  
23 limitation to particular issues.

24 29. This action has been brought and may be maintained as a class action pursuant to  
25 Code of Civil Procedure section 382 because there is a well-defined community of interest in the  
26 litigation and because the proposed classes are easily ascertained by Defendant's personnel and  
27 payroll records.

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1           **Numerosity**

2           30.     The potential members of the class as defined are so numerous that joinder of all  
3 class members is impracticable. While the precise number of the Plaintiff Class is unknown,  
4 Plaintiff are informed and believe that Defendant have employed more than fifty (50) non-exempt  
5 employees during the Class Period.

6           **Commonality**

7           31.     There are common questions of law and fact arising out of Defendant's conduct  
8 as described herein, including, but not limited to:

- 9                 a.     Whether Defendant failed to pay all wages, including minimum, regular,  
10                       and overtime wages earned and due to Plaintiff and Plaintiff Class;  
11                 b.     Whether Defendant failed and continue to fail to provide meal periods or  
12                       compensation in lieu thereof to Class Members;  
13                 c.     Whether Defendant failed and continue to fail to authorize and permit  
14                       Class Members to take rest periods or compensation in lieu thereof;  
15                 d.     Whether Defendant failed to furnish to Plaintiff and Class Members wage  
16                       statements containing all information required by Labor Code section 226,  
17                       subdivision (a);  
18                 e.     Whether Defendant failed to reimburse Plaintiff and Plaintiff Class for  
19                       maintaining Defendant's uniform; and  
20                 f.     Whether Defendant engaged in unfair/unlawful business practices.

21           **Typicality**

22           32.     The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of  
23 whom have incurred and/or will incur damages, as a result of Defendant's common course of  
24 conduct and common policies and practices. The claims of Plaintiff are typical because Defendant  
25 subjected all of its non-exempt employees to the identical violations of the IWC Wage Orders,  
26 Code of Regulations, Labor Code, and Business and Professions Code, among other statutes.

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1           **Adequacy of Representation**

2           33. Plaintiff will fairly and adequately represent and protect the interests of the  
3 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's  
4 attorneys are competent, well-versed, and experienced in litigating employment class actions and  
5 other complex litigation matters.

6           **Superiority of Class Action**

7           34. Under the facts and circumstances set forth above, a class action is superior to any  
8 other method available for the fair and efficient adjudication of the rights of each class member  
9 in as much as joinder of individual, relatively small claims of Class Members is not practical and  
10 if each employee were required to file an individual lawsuit, the corporate defendant would  
11 necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm  
12 the limited resources of each individual plaintiff. Requiring each Class Member to pursue an  
13 individual remedy would also discourage the assertion of lawful claims by employees fearful of  
14 retaliation and permanent damage to their careers at present and/or subsequent employment.  
15 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the  
16 individual Class Members against Defendant herein further support class certification.

17                           **FIRST CAUSE OF ACTION**

18                           **FAILURE TO PAY ALL WAGES**

19                           **(By Plaintiff against All Defendants)**

20           35. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
21 as if fully alleged.

22           36. Plaintiff alleges that Defendant maintained, and has maintained throughout the  
23 Class Period, a consistent policy and practice of failing to pay all wages, including overtime, and  
24 minimum wage due for all hours actually worked.

25           37. Plaintiff alleges that Defendant maintained, and has maintained throughout the  
26 Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically,  
27 Defendant maintained a policy of failing to record all hours Plaintiff and Plaintiff Class worked

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1 for time spent working off-the-clock, maintaining Defendant's uniforms off-the-clock, and  
2 working during meal periods.

3 38. Defendant has a practice of not recording or paying Plaintiff and Plaintiff Class  
4 for all overtime hours worked. Specifically, Defendant maintained a practice of only paying  
5 Plaintiff and Plaintiff Class for eight (8) hours even when they worked more than eight (8) hours.  
6 Because Plaintiff and Plaintiff Class worked full time, Defendant deprived them of overtime  
7 wages for all the time Plaintiff and Plaintiff Class worked longer than eight (8) hours.

8 39. As a result of Defendant's unlawful acts, Plaintiff and Plaintiff Class have been  
9 deprived of regular wages, minimum wages, overtime wages, and compensation in amounts to be  
10 determined at trial, and are entitled to recovery of such amounts, plus interest and penalties  
11 thereon, attorneys' fees, and costs, pursuant to Labor Code sections 1194 and 1199.

12 40. Defendant willfully violated the Labor Code with respect to meeting the  
13 requirements of paying all wages earned, including overtime wages, as alleged herein.

14 41. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of  
15 the unpaid wages resulting from Defendant's minimum wage violations, including overtime  
16 wages, including interest thereon, reasonable attorney's fees and costs of suit, penalties, and  
17 liquidated damages to the fullest extent permissible including those permitted pursuant to Labor  
18 Code sections 1194 and 1194.2 and Code of Civil Procedure section 1021.5 and/or any other  
19 statute.

20 42. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and  
21 below.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

24 **(Lab. Code, §§ 226.7, 512)**

25 **(By Plaintiff against All Defendants)**

26 43. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
27 as if fully alleged.

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1           44. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that  
2 no employer shall employ any person for a work period of more than five (5) hours without  
3 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or  
4 employ any person for a work period of more than ten (10) hours without a second meal period  
5 of not less than thirty (30) minutes.

6           45. Labor Code section 226.7 provides that if an employer fails to provide an  
7 employee a meal period in accordance with this section, the employer shall pay the employee one  
8 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal  
9 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide  
10 legally compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not  
11 relieving employees from all work duties during meal periods thereby preventing employees from  
12 taking legally compliant meal periods. Specifically, Defendant had a practice of failing to provide  
13 adequate staffing to allow Plaintiff and Plaintiff Class to be completely relieved of all work  
14 responsibilities while on their legally mandated meal break. Further, Employer ordered that  
15 Plaintiff and Plaintiff Class continue to work despite being clocked-out for their meal period. As  
16 a result of Employer's policy and practices, Plaintiff and Plaintiff Class did not receive timely  
17 uninterrupted meal periods and were not compensated with premium wages for non-compliant  
18 meal periods.

19           46. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of  
20 more than five (5) hours in a workday.

21           47. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are entitled to  
22 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed  
23 meal break, in an amount to be proven at trial.

24           48. Pursuant to Labor Code section 226.7, Plaintiff individually and on behalf of the  
25 Plaintiff Class, request recovery of meal period compensation which they are owed beginning  
26 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties  
27 against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other  
28 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,

1 Plaintiff request the court award reasonable attorneys' fees and costs incurred by them in this  
2 action.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

5 **(Lab. Code, § 226.7)**

6 **(By Plaintiff against All Defendants)**

7 49. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
8 as if fully alleged.

9 50. Labor Code section 226.7 and the applicable Wage Order provide that employers  
10 authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time  
11 per four (4) work hours, or major fraction thereof.

12 51. Labor Code section 226.7, subdivision (b), provides that if an employer fails to  
13 provide and employee rest periods in accordance with this section, the employer shall pay the  
14 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
15 that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4)  
16 hours per shift with no rest breaks, or otherwise had their rest breaks interrupted or shortened due  
17 to Defendant's uniform policies and practices.

18 52. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff  
19 Class throughout the Class Period due to their understaffing, workload, and demands. Routinely,  
20 Plaintiff and Plaintiff Class were required to work for eight (8) hours without receiving any rest  
21 breaks.

22 53. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1)  
23 hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Code of Civil  
24 Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award  
25 reasonable attorneys' fees and costs incurred by her in this action.

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## FAILURE TO ISSUE ITEMIZED WAGE STATEMENTS AND MAINTAIN RECORDS

**(By Plaintiff against All Defendants)**

55. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

57. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

58. The IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including, but not limited to, time records showing

1 the total daily hours worked by each employee, the total hours worked in each payroll period, and  
2 applicable rates of pay. Plaintiff are informed and believe that Defendant willfully and  
3 intentionally failed to make and/or keep records which accurately reflect the hours worked by  
4 Plaintiff and Plaintiff Class. Specifically, Plaintiff believe that Defendant's records fail to include,  
5 *inter alia*: (1) actual hours worked; (2) total hours worked; (3) number of hours worked at each  
6 hourly rate; (4) gross wages earned; (5) net wages earned; (6) premium wages earned per pay  
7 period; and (7) the entity's legal name and address.

8 59. An employee is deemed to suffer injury if the employer fails to provide an accurate  
9 wage statement containing all of the required information set forth in Labor Code section 226,  
10 subdivision (a). (Lab. Code, § 226, subd. (e)(2).) In addition, the omission of time worked, proper  
11 rates of pay, records of missed meal and rest breaks, and/or premium pay make it difficult for  
12 employees to determine whether they were paid all wages due without complicated calculations  
13 and/or reconstruction of records required to be maintained by the employer.

14 60. For each employee suffering an injury as a result of Defendant's knowing and  
15 intentional failure to provide an accurate, itemized wage statement, the employee is entitled to  
16 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which  
17 a violation occurs, and one hundred dollars (\$100.00) per employee for each violation in a  
18 subsequent pay period.

19 61. Plaintiff is informed and believes, and based thereon alleges, that Defendant's  
20 failure to keep accurate payroll records, as described above, violated Labor Code section 1174,  
21 subdivision (d), and section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends  
22 on seeking penalties under Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff  
23 Class are entitled to penalties of one hundred dollars (\$100.00) for the initial violation, and two  
24 hundred dollars (\$200.00) for each subsequent violation, for every pay period during which these  
25 records and information were not kept by Defendant.

26 62. Plaintiff is informed and believes, and based thereon alleges, that Defendant's  
27 failure to keep and maintain accurate records and information and provide to Plaintiff and Class  
28 Members accurate itemized wage statements, as described above, was knowing and intentional,

1 and Plaintiff and Plaintiff Class are entitled to statutory penalties for each pay period in which a  
2 violation occurred. Plaintiff further seeks recovery of attorneys' fees and costs pursuant to Labor  
3 Code section 226, subdivision (e), and as otherwise permitted by law.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE EMPLOYEES FOR NECESSARY BUSINESS**

6 **EXPENDITURES**

7 **(Bus. & Prof. Code, §§ 17200 et seq.)**

8 **(By Plaintiff against All Defendants)**

9 63. Plaintiff realleges and incorporates by reference all preceding paragraphs of this  
10 Complaint.

11 64. Under California Labor Code section 2802, subdivision (a), an employer is legally  
12 to reimburse its employees for necessary business expenditures incurred as a result of performing  
13 their work.

14 65. California Labor Code section 2802 states, "An employer shall indemnify his or  
15 her employee for all necessary expenditures or losses incurred by the employee in direct  
16 consequence of the discharge of his or his duties..."

17 66. Plaintiff and Plaintiff Class has incurred out-of-pocket losses because of  
18 Defendant's failure to reimburse Plaintiff and Plaintiff Class appropriately for all necessary  
19 expenses maintaining Defendant's uniform that Plaintiff and Plaintiff Class incurred while  
20 performing work for Defendant. To date, Defendant has failed to indemnify Plaintiff and Plaintiff  
21 Class for this out-of-pocket loss. Defendant knowingly, willingly and intentionally attempted to  
22 offset the cost of doing business on the Plaintiff and Plaintiff Class.

23 67. Defendant has and or had a practice and policy of requiring Plaintiff and Plaintiff  
24 Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse  
25 Plaintiff and Plaintiff Class for necessary business expenditures, specifically the cost of the use  
26 of maintaining Defendant's uniform. Defendant failed to reimburse Plaintiff and Plaintiff Class  
27 for the cost of maintaining Defendant's uniform.

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1           68.     Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary  
2 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's  
3 fees and interest.

4           69.     WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein  
5 and below.

6                                   **SIXTH CAUSE OF ACTION**

7                                   **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

8                                   **(Bus. & Prof. Code, §§ 17200 et seq.)**

9                                   **(By Plaintiff against All Defendants)**

10          70.     Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
11 as if fully alleged herein.

12          71.     Plaintiff brings this claim individually and on behalf of Class Members.

13          72.     Business and Professions Code section 17200 ("UCL") prohibits unfair  
14 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

15          73.     Business and Professions Code section 17204 allows "any person who has suffered  
16 injury in fact and has lost money or property as a result of such unfair competition" to prosecute  
17 a civil action for violation of the UCL.

18          74.     Labor Code section 90.5, subdivision (a), states it is the public policy of California  
19 to vigorously enforce minimum labor standards in order to ensure employees are not required to  
20 work under substandard and unlawful conditions, and to protect employers who comply with the  
21 law from those who attempt to gain competitive advantage at the expense of their workers by  
22 failing to comply with minimum labor standards.

23          75.     Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)  
24 years prior to the filing of this complaint, Defendant have committed acts of unfair competition  
25 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and  
26 fraudulent business practices and acts described in this complaint, including, but not limited to,  
27 violations of Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174,  
28 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, as well as other statutes.

1           76.     The violations of these laws and regulations, as well as of fundamental California  
2 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of  
3 Business and Professions Code sections 17200 et seq.

4           77.     As a result of these actions, Plaintiff, on information and belief, alleges that  
5 Defendant is able to unfairly compete with other comparable companies in the State of California  
6 in violation of Business and Professions Code sections 17000 et seq. and sections 17200 et seq.  
7 Due to these unlawful, unfair, and/or fraudulent business practices, Defendant has gained a  
8 competitive advantage over other comparable companies doing business in the State of California.

9           78.     The victims of these unlawful, unfair, and/or fraudulent business practices include,  
10 but are not limited to, Plaintiff, putative class members, competing bakeries in the State of  
11 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that  
12 Defendant performed the above-mentioned acts with the intent of gaining an unfair competitive  
13 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the  
14 general public.

15           79.     Plaintiff's success in this action will enforce important rights affecting the public  
16 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf  
17 of herself.

18           80.     Business and Professions Code sections 17203 provides that a court may make  
19 such orders or judgments as may be necessary to prevent the use or employment by any person  
20 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate  
21 to prevent Defendant from repeating its unlawful, unfair, and fraudulent business acts and  
22 business practices alleged above.

23           81.     Business and Professions Code section 17203 provides that the Court may restore  
24 to any person in interest any money or property that may have been acquired by means of such  
25 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business  
26 and Professions Code section 17203 for wages and payments unlawfully withheld from  
27 employees, including the fair value of the meal and rest periods and other losses alleged herein,

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1 during the four (4) year period prior to the filing of this complaint. All remedies are cumulative  
2 pursuant to Business and Professions Code section 17205.

3 82. Business and Professions Code section 17202 provides: “Notwithstanding section  
4 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
5 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled  
6 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and  
7 Professions Code section 17202.

8 83. Plaintiff requests injunctive relief pursuant to Business and Professions Code  
9 section 17203 to enjoin Defendant from continuing the unfair/unlawful business practices alleged  
10 herein.

11 84. Plaintiff herein take upon enforcement of these laws and lawful claims. There is a  
12 financial burden involved in pursuing this action. The action is seeking to vindicate a public right,  
13 and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay  
14 attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to Code  
15 of Civil Procedure section 1021.5 and others.

16 **SEVENTH CAUSE OF ACTION**

17 **For Violation of the California Private Attorneys General Act (“PAGA”)**

18 **(Plaintiff against All Defendants)**

19 85. Plaintiff realleges and incorporates by reference all preceding paragraphs herein,  
20 as if fully alleged herein.

21 86. Labor Code sections 2698-2699.5 provide that a civil penalty, assessed and  
22 collected by the Labor and Workforce Development Agency or any of its departments, divisions,  
23 commissions, boards, agencies or employees (collectively referred to herein as the “LWDA”) for  
24 certain violations of the Labor Code, may be recovered through a civil action by an aggrieved  
25 employee on behalf of herself and collectively on behalf of all other current or former employees.

26 87. Pursuant to Labor Code section 2699.3(a)(1), on February 8, 2024, Plaintiff gave  
27 written notice to the LWDA and Defendant of the specified provisions alleged to have been

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1 violated, including the facts and theories to support the alleged violations, as required by Labor  
2 Code section 2699.3.

3 88. The Labor and Workforce Development Agency has not provided Plaintiff with  
4 any notice that it intends to investigate the alleged violations, and more than sixty-five (65)  
5 calendar days have elapsed since the postmark date on Plaintiff's notices.

6 89. Plaintiff has therefore exhausted the administrative requirements.

7 90. California Labor Code section 2699, subdivision (a), also known as the Private  
8 Attorneys General Act of 2004 (PAGA), states: "Notwithstanding any other provision of law, any  
9 provision of this code that provides for a civil penalty to be assessed and collected by the Labor  
10 and Workforce Development Agency or any of its departments, divisions, commissions, boards,  
11 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through  
12 a civil action brought by an aggrieved employee on behalf of themselves or herself and other  
13 current or former employees pursuant to the procedures specified in Section 2699.3."

14 91. Plaintiff is an "aggrieved employee" as defined by Labor Code section 2699(c).

15 92. Section 2699(f) of the Labor Code provides for civil penalties for violations of the  
16 California Labor Code, for which a specific civil penalty is not provided. In this case, Plaintiff  
17 seeks to recover civil penalties for Defendant's violations of sections 201, 202, 203, 226, 226.7,  
18 510, 512, 1174, 1194, 2802 and the applicable IWC Wage Order.

19 93. Labor Code section 558 provides for the award of civil penalties that includes the  
20 amount each employee was underpaid and those underpaid wages are paid to the aggrieved  
21 employees.

22 94. Plaintiff is informed and believes Defendant at all relevant times employed one or  
23 more employees.

24 95. For those code sections that provide for the recovery of civil penalties, Plaintiff  
25 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor  
26 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one  
27 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation  
28 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each

subsequent violation pursuant to Labor Code section 2699, subdivision (f). The “initial violation” occurs during the first pay period following notice of such violations served on Defendant through the letter to the LWDA.

96. Section 2699, subdivision (a) provides that civil penalties may be “recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g) provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys’ fees and costs.

97. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys’ fees and costs, according to proof.

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1. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure section 382;
2. The Court appoint Plaintiff as Class Representative;
3. The Court appoint Mahoney Law Group, APC as class counsel;
4. For compensatory and statutory damages;
5. For restitution of all monies due to Plaintiff and Plaintiff Class from the fraudulent/unfair business practices of Defendant;
6. For penalties pursuant to Labor Code sections 2698-2699;
7. For attorneys' fees pursuant to Labor Code sections 2698-2699;
8. For costs pursuant to Labor Code sections 2698-2699
9. For statutory and civil penalties according to proof;
10. For reasonable attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable statutes; and
11. For all such other and further relief as the Court may deem just and proper.

**MAHONEY LAW GROUP, APC**

Kevin Mahoney, Esq.   
Berkeh Alemzadeh, Esq.  
Attorneys for Plaintiff MAUDLYN  
POWELL, as an individual and on behalf of  
all similarly situated employees

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Dated: July 12, 2024

Kevin Mahoney, Esq.  
Berkeh Alemzadeh, Esq.  
Attorneys for Plaintiff MAUDLYN  
POWELL, as an individual and on behalf of  
all similarly situated employees

# **EXHIBIT A**



Berkeh Alemzadeh, Esq.  
562.590.5550 phone  
562.590.8400 facsimile  
[balem@mahoney-law.net](mailto:balem@mahoney-law.net)

February 8, 2024

**Via Certified Electronic Mail**

LABOR AND WORKFORCE DEVELOPMENT AGENCY  
[PAGAfiling@dir.ca.gov](mailto:PAGAfiling@dir.ca.gov)

**VIA CERTIFIED MAIL #7021 0950 0000 9825 0187**

**Return Receipt Requested**

Sweet Red Peach Franchise LLC  
1035 South Prairie Avenue #2  
Inglewood, CA 90301

**VIA CERTIFIED MAIL #7021 0950 0000 9825 0194**

**Return Receipt Requested**

Karolyn Plummer – Agent for Service of Process  
1035 South Prairie Avenue #2  
Inglewood, CA 90301

**VIA CERTIFIED MAIL #7021 0950 0000 9825 0200**

**Return Receipt Requested**

Sweet Red Peach  
9322 5th Avenue  
Inglewood, CA 90305

**VIA CERTIFIED MAIL #7021 0950 0000 9825 0217**

**Return Receipt Requested**

Karolyn Plummer – Agent for Service of Process  
9322 5th Avenue  
Inglewood, CA 90305

*Re: Powell v. Sweet Red Peach; Sweet Red Peach Franchise LLC*

**NOTICE OF LABOR CODE VIOLATIONS**  
**PURSUANT TO LABOR CODE SECTION 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Sweet Red Peach Franchise LLC;  
Sweet Red Peach

From: Maudlyn Powell, on behalf of herself and other aggrieved employees who were subject to the Employers' wage and hour policies set forth below.

**Factual Statement:**

Please note that this firm, Mahoney Law Group, APC, represents the interests of Maudlyn Powell ("Ms. Powell" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other Aggrieved Employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3 subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against Sweet red Peach Franchise LLC, and Sweet Red Peach (collectively "Employers") in a court of law and/or administrative proceedings, as well as the imposition of substitutional penalties and other remedies against Employers, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

**Theories of Labor Code Violations and Remedies:**

Sweet Red Peach Franchise LLC operates bakeries throughout California, including but not limited to Los Angeles County. Sweet Red Peach is a California corporation, operating bakeries throughout California, including Los Angeles County. On information and belief, Sweet Red Peach Franchise and Sweet Red Peach are operating in good standing in California and are/were the employer of Ms. Powell and other aggrieved employees in the relevant time herein mentioned. Ms. Powell began working for Employers in or around 2018 or 2019 until on or about July 14, 2023, as a non-exempt hourly employee.

Ms. Powell alleges that Employers violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, and 2802 by:

- a) Failing to pay Ms. Powell and aggrieved employees all wages owed, including minimum wages, and overtime;
- b) Failing to provide Ms. Powell and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- c) Failing to provide Ms. Powell and aggrieved employees with rest periods or premium compensation in lieu thereof;
- d) Failing to provide Ms. Powell and aggrieved employees with accurate itemized wage statements and failing to maintain accurate payroll records;
- e) Failing to reimburse Ms. Powell and aggrieved employees for necessary business expenditures; and

- f) Failing to pay all wages earned and owed upon termination or separation of employment.

Ms. Powell and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employers in California during the liability period of one (1) year prior to the filing of a complaint alleging a PAGA cause of action.

**A. Employers Failed to Pay Ms. Powell and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime**

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of twelve (12) hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.”

Employers failed to compensate Ms. Powell and other aggrieved employees at the legally mandated wage rates for all hours worked, including minimum wage, and overtime compensation in violation of California law. Specifically, Ms. Powell and other aggrieved employees worked shifts in excess of eight (8) hours per day. All such hours worked, but not compensated were required to be compensated at a rate of at least one and a half times each employee’s base rate of pay. To the extent such hours exceeded twelve (12) hours in one day or eight (8) hours on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee’s base rate of pay. Furthermore, Employers believed overtime can only be earned once Ms. Powell and other aggrieved employees worked in excess of forty (40) hours a week, not in excess of eight (8) hours per day and would try to schedule Ms. Powell and other aggrieved employees in a manner so as to evade their obligation to pay proper overtime.

Additionally, Ms. Powell and other aggrieved employees were required to work off the clock when Employers required Ms. Powell and other aggrieved employees to work through their meal breaks without compensation. Specifically, Employer, deducted thirty (30) minutes of pay from Ms. Powell and other aggrieved employees on workdays in which they were not permitted to take a meal period. Accordingly, since Ms. Powell and other aggrieved employees were not paid at all for the time, they spent working during their meal periods, Employers failed to compensate them at the applicable wage rate. To the extent that Ms. Powell and other aggrieved employees already worked eight (8) hour shifts, on those days, the unpaid hours of work are compensable at the applicable overtime wage rate.

Employers’ failure to pay Ms. Powell and other aggrieved employees for all hours worked, including applicable overtime rates, as detailed above, is actionable under PAGA as a violation of

Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Orders.

**B. Employers Failed to Provide Ms. Powell and Other Aggrieved Employees with Compliant Meal Periods or Premium Compensation in Lieu Thereof**

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Ms. Powell alleges that she and other aggrieved employees were often precluded from taking timely and uninterrupted meal periods in accordance with California law due to the nature of their shifts. Ms. Powell and other aggrieved employees allege that they did not receive at least one (1) duty free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11<sup>th</sup> hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal. 4<sup>th</sup> 1004, 1041-42). In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Ms. Powell and other aggrieved employees to continue working throughout their meal periods. Further, Ms. Powell and other aggrieved employees regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When Ms. Powell and other aggrieved employees were not provided with compliant meal periods, there were not compensated with one (1) hour of pay at their regular rate of pay as required by law.

Employers' conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and the Industrial Welfare Commission Order No.5 and 7.

**C. Employers Failed to Provide Ms. Powell and Other Aggrieved Employees with Rest Periods or Premium Compensation in Lieu Thereof**

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Due to the workload and demands of the Employers, Ms. Powell and other aggrieved employees were prohibited from taking compliant rest periods. Employers failed to staff the bakery and schedule Ms. Powell and other aggrieved employees in such a manner so as to ensure they were authorized and permitted to take rest periods. When Ms. Powell and other aggrieved employees did attempt to take rest breaks, Employer interrupted and instructed Ms. Powell and other aggrieved employees to continue working to meet Employers' working demands and attend to their business volume. Despite the foregoing, Ms. Powell and other aggrieved employees were

not compensated with one (1) hour of pay at their regular rate of pay for each day that a rest period was not provided as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7 and the applicable IWC Wage Orders.

**D. Employers Failed to Provide Ms. Powell and Other Aggrieved Employees with Accurate Itemized Wage Statements**

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, and corresponding number of hours worked at each hourly rate. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

Employers failed to maintain complete and accurate payroll records and failed to provide Ms. Powell and other aggrieved employees with complete and accurate wage statements. Specifically, Ms. Powell and other aggrieved employees received wage statements that failed to include, without limitation, all rest and meal break premiums earned per pay period, reimbursements for all necessary business expenditures, compensation for actual hours worked at the appropriate rate, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. Finally, Employers failed to include on Ms. Powell and other aggrieved employee wage statements their respective legal entity addresses as required by Labor Code section 226,(a)(8) .

This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

**E. Employers Failed to Reimburse Ms. Powell and Other Aggrieved Employees for Necessary Business Expenditures**

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

i. Employers Failed to Reimburse Ms. Powell and Other Aggrieved Employees for Maintaining Their Work Mandated Uniforms

Ms. Powell and other aggrieved employees were regularly required to shoulder the burden of Employers' cost of doing business. However, notwithstanding this requirement, failed to reimburse Ms. Powell and other aggrieved employees for necessary business expenditures. For example, Employers required Ms. Powell and other aggrieved employees to wear uniforms, including a shirt bearing Employers' name and/or logo. Employers also required Ms. Powell and other aggrieved employees to wash and maintain said uniforms on their own time and at their own expense. Employers failed to provide any reimbursement to Ms. Powell and other aggrieved employees for the cost of washing and maintaining their uniforms in violation of Labor Code section 2802.

Employers' failure to reimburse Ms. Powell and other aggrieved employees for all necessary business expenditures, specifically washing and maintaining their uniforms, is a violation of Labor Code section 2802 and is therefore actionable under PAGA.

ii. Employers Failed to Reimburse Ms. Powell and Other Aggrieved Employees for Using Their Personal Cellphones

Under Labor Code section 2802, employers must reimburse employees for required work related use of personal cellphones – regardless of whether they incur any additional out of pocket expense from that work related use. See, *Cochran v. Schwan's home Service, Inc.* 228 Cal App. 4<sup>th</sup> 1137 (August 12, 2014) (reversing denial of class certification in cell phone reimbursement class action. *Cochran* held that “[i]f an employee is required to use his/her personal cellphone to carry out work related duties, then he or she is incurring an expense for the purpose of section 2802. IT does not matter whether the phone bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans to accommodate work related cellphone usage...To show liability under section 2802, an employee need only show that he or she was required to use a personal cellphone to carry out work related duties, and he or she was not reimbursed. *Id.* At 1144-45 (emphasis added).

Employers failed to reimburse Ms. Powell and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Specifically, Employers required Ms. Powell and other aggrieved employees to use their personal cellphones to carry out their work-related duties, including without limitation communicating with supervisors regarding status of orders, place orders for ingredients that the bakeries were running short on, cancel or change orders, among other things. However, Ms. Powell and other aggrieved employees were not reimbursed for the reasonable percentage of their cellphone bills.

Thus, Employers' failure to reimburse said expenditures constitutes a violation of Labor Code section 2802 and is actionable under PAGA.

**F. Employers Failed to Pay Ms. Powell and Other Aggrieved Employees all wages Earned and Owed Upon Termination or Separation of Employment**

Pursuant to Labor Code section 201, subdivision (a), “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

Labor Code section 203, subdivision (a), states that “[i]f an employer willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

As a result of Employers' failure to pay all wages owed as described herein, Employers' violated Labor Code sections 201, 202, 203 and 204 and the applicable IWC Wage Orders due to their uniform policy, practice and procedure of failing to pay all wages earned to former employees at the time their employment ended.

#### **G. Reservation of Rights**

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Powell becomes aware of additional compensation owed or losses incurred by Ms. Powell or by any other aggrieved employee of the Employers, Ms. Powell expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC  
Berkeh Alemzadeh, Esq.  
249 E. Ocean Blvd., Ste. 814  
Long Beach, CA 90802  
Tel: (562) 590-5550  
Email: [balem@mahoney-law.net](mailto:balem@mahoney-law.net)

Sincerely,



Berkeh Alemzadeh, Esq.  
**MAHONEY LAW GROUP, APC**