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18 ERIKA GONZALEZ,
19 and all putative class members

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **COUNTY OF SACRAMENTO**

22 ERIKA GONZALEZ, an individual, on behalf
23 of herself and all others similarly situated,

24 Plaintiff,

25 vs.

26 MARY ANN'S BAKING CO., INC., a
27 California corporation, and DOES 1-50,
28 inclusive,

Defendant.

Case No.: 24CV010358

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. Failure to Pay all Hours Worked,
Including Overtime Hours Worked
2. Failure to Pay All Wages Owed Twice
Per Month
3. Failure to Pay Minimum Wage
4. Failure to Pay Wages Due Upon
Termination
5. Failure to Provide Rest Breaks
6. Failure to Provide Uninterrupted
Meal Breaks
7. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements
8. Unlawful Business Practices
Bus & Prof. Code §17200
9. Private Attorneys General Act
Penalties (Lab. Code. §2699)

BY FAX

1 Plaintiff ERIKA GONZALEZ, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and PAGA representative action on behalf of over 100
6 hourly, non-exempt employees against their employer for violations of numerous wage and hour
7 laws. Plaintiff brings this employment class action complaint on behalf of herself, and all others
8 similarly situated, all aggrieved employees, and as Private Attorney General for the State of
9 California against MARY ANN’S BAKING CO., INC., and DOES 1-50, inclusive, (hereafter
10 collectively “Defendant” or “Defendants”).

11 2. Defendant MARY ANN’S BAKING CO., INC. operates an industrial bakery. Plaintiff
12 ERIKA GONZALEZ worked as an employee for Defendant as a packer at their Sacramento
13 facility, where she worked for almost two years until September 2023. Plaintiff and the proposed
14 class earn at or near minimum wage.

15 3. As described further below, Defendant has violated the California Labor Code by (1)
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 210,
17 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, Wage Orders); (2) failing to
18 pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5,
19 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay wages due upon termination
20 (§201, 202, 203, 256); (5) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (6) failing
21 to provide uninterrupted meal breaks (§226, 226.7, 512, 558, 1198); (7) failing to provide accurate
22 itemized wage statements and violating record keeping requirements (§226, 1174, 1174.5); (8)
23 unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*); and (9) penalties
24 under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*, based on the
25 claims above, as well as upon Defendant’s alleged failure to provide safe working conditions due
26 to excessive heat in the workplace.

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest,
2 and reasonable attorneys' fees and costs. Pursuant to the class and PAGA action procedures
3 provided for under California law, Plaintiff, on behalf of herself and proposed Class Members
4 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
5 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
6 these claims pursuant to §2698 et. seq., to the Labor and Workforce and Development Agency
7 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
8 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 et seq. Attorney General
9 Act ("PAGA"), Labor Code §2698 *et seq.*

10 5. The "Class Period" is designated as the four-year period prior to the filing of this
11 Complaint through the date of the final disposition of this action. From the start of the Class
12 Period through the present, Defendant has had a policy and/or practice of among other violations:
13 late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate
14 wage statements, and ignoring and violating California wage and hour laws, in their business as
15 more fully set forth below.

16 6. The "PAGA Period" is defined herein commences one year prior to the date of filing
17 the PAGA Notice letter with the LWDA.

18 7. Defendant has treated all persons employed in California in such a way as to violate
19 California's laws governing conditions of employment and payment of wages owed. Plaintiff
20 asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the
21 Class Members and aggrieved employees all wages owed, including overtime wages and meal
22 and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set
23 forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties
24 under Business and Professions Code section 17203 to compensate Class Members for the delay
25 in receiving wages due.

26 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
27 restitution to persons affected and disgorgement of profits so obtained.
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THE PARTIES

9. Plaintiff ERIKA GONZALEZ is an individual who resides in California and worked for Defendant until September 2023.

10. Defendant MARY ANN'S BAKING CO., INC., is a California corporation doing business in California with the capacity to sue and to be sued and doing business, in Sacramento County, State of California. Defendant exercised control over the wages, hours, and/or working conditions of Plaintiff, members of the proposed class, and aggrieved employees throughout the liability period.

11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff, Class Members, and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

JURISDICTION AND VENUE

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff, Class Members, and aggrieved employees in this case that arose in this county.

14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in

1 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
2 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

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

7 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

8 16. During the Class Period and PAGA Period, Defendant committed certain violations
9 of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below
10 in more detail. Defendant from time to time has enforced multiple policies that violate state law
11 which are intended to increase its own profits to the detriment of its employees.

12 17. Defendant from time to time failed to consistently pay for overtime hours worked.
13 Plaintiff and Class members were periodically required to wait in long lines to clock in before
14 their shifts and when clocking back in from lunch.

15 18. Defendant from time to time failed to pay all wages owed twice per month.

16 19. Defendant from time to time failed to pay minimum wage.

17 20. Defendant from time to time failed to pay all wages due upon termination.

18 21. Defendant from time to time failed to maintain a policy and practice that provides its
19 employees with off-duty rest periods as required by California law.

20 22. Defendant from time to time failed to maintain a policy and practice that provides its
21 employees with timely meal breaks as required by California law.

22 23. Defendant from time to time further failed to provide timely, accurate, itemized wage
23 statements to employees, as well as maintain accurate records, in accordance with Labor Code §§
24 226 and 1174.

25 24. Defendant failed to provide safe working conditions by requiring employees to work
26 in incredibly hot and unventilated workspaces reaching temperatures of up to 100 degrees inside
27 and permitting employees to cool down only upon designated break times. Employees are not
28 permitted to use the restroom other than their designated break time, which discourages them

1 from drinking enough water to keep them safely hydrated. Defendant does not have sufficient
2 climate control or ventilation, violating the Wage Order and Labor Code §1198.

3 25. Based upon the above allegations, Defendant engaged in unfair competition.

4 26. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
5 to recover from Defendant for failure to comply with California wage and hour laws, and for
6 claims under Business and Professions Code § 17200.

7 27. The “PAGA Period” is defined herein commences one year prior to the date of filing
8 the PAGA Notice letter with the LWDA.

9 28. The PAGA Class, also referred to herein as “aggrieved employees”: “All current and
10 former hourly, non-exempt employees of Defendants in California, at any time from one year
11 prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter.”
12 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect
13 to the issues or in any other way.

14 29. This action has been brought and may properly be maintained as a class action
15 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
16 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of
17 100 employees who have been similarly injured by Defendant’s unlawful employment policies
18 and practices.

19 30. The “Class Period” as defined herein commences four years prior to the date of filing
20 this Complaint.

21 31. Plaintiff brings this action on their behalf and as a class action under Cal. Code of
22 Civil Procedure §382 on behalf of the following defined groups:

23 32. Proposed Class: “All persons who are employed or have been employed by
24 Defendant in the State of California as hourly, non-exempt workers during the period of the
25 relevant statute of limitations.”

26 33. Proposed Sub-classes:

27 A. All persons who are employed or have been employed by Defendant in the
28 State of California as hourly, non-exempt workers during the period of the

1 relevant statute of limitations, who worked one or more shift in excess of five
2 (5) hours.

3 B. All persons who are employed or have been employed by Defendant in the
4 State of California as hourly, non-exempt workers during the period of the
5 relevant statute of limitations, who worked one or more shifts in excess of six
6 (6) hours.

7 C. All persons who are employed or have been employed by Defendant in the
8 State of California as hourly, non-exempt workers during the period of the
9 relevant statute of limitations, who worked one or more shifts in excess of eight
10 (8) hours.

11 D. All persons who are employed or have been employed by Defendant in the
12 State of California as hourly, non-exempt workers during the period of the
13 relevant statute of limitations, who worked one or more shifts in excess of three
14 and one-half hours (3 ½), but less than or equal to six (6) hours.

15 E. All persons who are employed or have been employed by Defendant in the
16 State of California as hourly, non-exempt workers during the period of the
17 relevant statute of limitations, who worked one or more shifts in excess of six
18 (6) hours, but less than or equal to ten (10) hours.

19 F. All persons who are employed or have been employed by Defendant in the
20 State of California as hourly, non-exempt workers during the period of the
21 relevant statute of limitations, who separated their employment from
22 Defendant.

23 G. All persons who are employed or have been employed by Defendant in the
24 State of California as hourly, non-exempt workers during the period of the
25 relevant statute of limitations, who received pay for one or more pay periods.

26 34. This action is brought, and may properly be maintained, as a class action under CCP
27 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and
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1 Labor Code §2699 because there is a well-defined community of interest in the litigation, and the
2 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

3 35. Numerosity: The Proposed Class is so numerous that joinder of all members is
4 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
5 time period, Defendant employed over 100 putative Class Members who are geographically
6 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
7 available method for the fair and efficient adjudication of this controversy. Membership in the
8 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
9 records, among other records within Defendant’s possession and control.

10 36. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
11 like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices,
12 and procedures described above. The Plaintiff’s positions at the company was typical of those of
13 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
14 each have sustained damages arising out of and caused by Defendant’s common course of
15 conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members
16 of the Class.

17 37. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
18 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
19 California labor and employment litigation.

20 38. Commonality: Common questions of law and fact exist, including but not limited to
21 the following:

- 22 i. Whether Defendant violated wage and hour laws by failing to pay overtime
23 wages;
- 24 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
25 owed twice per month;
- 26 iii. Whether Defendant violated wage and hour laws by failing to pay minimum
27 wage;
- 28

- iv. Whether Defendant violated wage and hour laws by failing to pay all wages owed upon termination;
- v. Whether Defendant violated wage and hour laws by failing to provide rest breaks;
- vi. Whether Defendant's policy and practice concerning rest breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to provide uninterrupted meal breaks;
- viii. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- ix. Whether Defendant unlawfully failed to keep and furnish Class Members with accurate, itemized records of hours worked, in violation of Labor Code §§ 226 and 1174;
- x. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xi. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xii. Whether Defendant, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xiii. Whether Defendant's conduct was willful and reckless;
- xiv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xv. What is the extent of liability of each Defendant, including DOE defendants, to each Class and Subclass member?

39. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation

1 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
2 actions impracticable given the expenses and burdens associated with seeking individual relief.
3 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
4 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
5 employees who rely on their wages and requiring that each individual take time away from work
6 to prosecute individual actions would be inequitable and result in undue hardship for the
7 individual Class members and their families. Public policy favors efficient resolution of their
8 claims and uniform enforcement of California Labor laws against entities skirting their legal
9 obligations at the expense of a vulnerable working population.

10 40. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
11 are capable of being determined on the same evidence and based primarily on review of corporate
12 records and key testimony of Defendant's corporate representatives. To the extent statistical
13 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will
14 employ competent experts and consultants in the field to determine and review evidence for both
15 issues of liability and damages in a scientifically reliable manner.

16 41. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
17 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
18 under the circumstances, including individual notice to all members who can be identified through
19 reasonable effort. The names and addresses of the Class and Subclass Members are available from
20 Defendant.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME**

23 Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
24 1197, 1197.1, 1198, Wage Orders

25 **(Plaintiff Against All Defendants)**

26 42. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
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1 43. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198,
3 and the relevant wage orders.

4 44. The Wage Orders define "hours worked" as "the time during which an employee is
5 subject to the control of an including all the time the employee is suffered or permitted to work,
6 whether or not required to do so."

7 45. Defendant from time to time has been engaged in many unlawful employment
8 practices which resulted in underpayment for hours worked each pay period, including requiring
9 employees to wait in long lines to clock in before their shifts and also when clocking back in from
10 lunch, as well as failing to consistently pay overtime and premium wages at the employee's
11 regular rate of pay. Defendant employed hundreds of employees at a time with up to 300 coming
12 on shift at the same time and only one timeclock. Plaintiff and her coworkers have to wait
13 approximately 15 minutes each time they join the line.

14 46. Defendant's conduct described herein violates Labor Code §§ 200, 223, 226, 500,
15 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203,
16 218.5, 226, 558, 1194 and 1194.2, Plaintiff and other Class Members are entitled to recover
17 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys'
18 fees, expenses, and costs of suit.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

21 Cal. Labor Code §§ 204, 210

22 **(Plaintiff Against All Defendants)**

23 47. Plaintiff incorporates by reference in this cause of action each allegation of the
24 preceding paragraphs as though fully set forth herein.

25 48. Defendant's conduct described in this complaint from time to time violates the
26 provisions of Labor Code §§ 204, 210.

27 49. Defendant was required to pay Plaintiff and Class Members all wages earned twice
28 during each calendar month pursuant to Labor Code §204(a). Defendant from time to time failed

1 to pay all wages earned to employees as a result of the unlawful employment policies and
2 practices discussed herein. As a result of these practices, employees were underpaid for hours
3 worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay
4 all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code §210
5 for failure to pay wages as required by law.

6 **THIRD CAUSE OF ACTION**

7 **FAILURE TO PAY MINIMUM WAGE**

8 Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

9 **(Plaintiff Against All Defendants)**

10 50. Plaintiff incorporates by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 51. Defendant's conduct described in this complaint from time to time violates the
13 provisions of Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

14 52. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to
15 suffer or permit a California employee to work without paying wages at the proper minimum
16 wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable
17 Wage Orders "hours worked" include "the time during which an employee is subject to the control
18 of an employer, and includes all the time the employee is suffered or permitted to work, whether
19 or not required to do so."

20 53. During the applicable recovery period, Class Members from time to time were
21 suffered, permitted, and required to perform work by Defendant for which they received no pay
22 on certain occasions. The aforementioned acts by Defendant were on certain occasions
23 undertaken with the intention of depriving Class Members of their earned wages.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Labor Code §§ 201, 202, 203, 256

4 **(Plaintiff Against All Defendants)**

5 54. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 55. Defendant's conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 201, 202, 203, 256.

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

13 57. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and
15 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days
16 pay as waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PROVIDE REST BREAKS**

19 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198

20 **(Plaintiff Against All Defendants)**

21 58. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 59. Defendant's conduct described in this complaint from time to time violates the
24 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198.

25 60. Defendant from time to time has failed to maintain a compliant rest period policy and
26 practice that provides its employees with off-duty rest periods as required by California law.
27 Plaintiff reports noncompliant rest breaks resulting from the extensive time it took for her and her
28 coworkers to commute from their workstations to the break room and back to their workstations

1 within the break time. In order to use the restroom, employees were often required to take off gear
2 and then put it back on which substantially cut into their break time. Plaintiff and Class Members
3 were not allowed to use the restroom except for designated rest periods. Additionally, employees
4 were often required to sanitize hands before returning to their workstations during their break
5 time. Accordingly, breaks were consistently short and noncompliant. When employees work
6 shifts over 10 hours, they do not receive third rest breaks.

7 61. Rest periods were often either less than ten minutes, not provided, interrupted or late,
8 “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as
9 prescribed by California law because Defendant: (1) did not account for all hours worked that
10 were unaccounted for on their timecard; (2) did not adequately inform and train employees about
11 their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not
12 adequately inform and train employees about when, where and how to take timely and
13 uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to
14 schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at
15 various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a
16 lawfully compliant rest break policy.

17 62. Defendant did not consistently authorize or permit all of its hourly employees to take
18 at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of
19 work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders.
20 When breaks were missed Defendant from time to time failed to pay the 1-hour premium, as
21 required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code
22 §1198.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE UNINTERRUPTED MEAL BREAKS**

25 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198.

26 **(Plaintiff Against All Defendants)**

27 63. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 64. Defendant's conduct described in this complaint violates the provisions of Labor Code
2 §§ 226, 226.7, 512, 558, 1198.

3 65. During Plaintiff's employment, Defendant from time to time failed to maintain a
4 compliant meal period policy and practice. Defendant from time to time failed to provide all of
5 its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor
6 Code §512 provides, "[a]n employer may not employ an employee for a work period of more than
7 five hours per day without providing the employee with a meal period of not less than 30
8 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work
9 during any meal... period mandated by an applicable order of the Industrial Welfare
10 Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an
11 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
12 considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that
13 any violation of a wage order is a violation of the Labor Code.

14 66. Plaintiff and Class Members often had noncompliant meal periods because of the large
15 number of employees waiting to clock out and back in from lunch. Plaintiff and Class Members
16 were often required to begin lining up at the timeclock before the 30 minutes was up in order to
17 clock back in on time. Additionally, employees are required to walk to the front of the building
18 to clock out and then through the facility to the break room. This same distance must be traveled
19 to clock back in, and this process results in meal periods that were consistently under 30 minutes
20 duty free. Plaintiff and her coworkers also sometimes received late meal periods.

21 67. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
22 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
23 (2) did not adequately inform and train employees about their rights to meal periods and premium
24 payments for non-compliant meal periods; (3) did not adequately inform and train employees
25 about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4)
26 because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-
27 minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-
28 exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

1 Plaintiff and Class Members were not paid a premium payment, paid as an hour's wage when
2 meal periods were not given to them in compliance with California law.

3 **SEVENTH CAUSE OF ACTION**

4 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

5 Cal. Labor Code §§ 226, 1174, 1174.5

6 **(Plaintiff Against All Defendants)**

7 68. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 69. Defendant's conduct described in this complaint on certain occasions violates the
10 provisions of Labor Code §§ 226, 1174, 1174.5.

11 70. Defendant from time to time, knowingly and intentionally failed to provide timely,
12 accurate, itemized wage statements to Plaintiff and the Class Members in accordance with Labor
13 Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to
14 Plaintiff and Class Members, and the records maintained by Defendant, have not accurately
15 reflected actual gross wages earned, including pay for all hours worked and the accurate rate of
16 pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

17 71. §226 (a) requires:

18 A. An employer, semimonthly or at the time of each payment of
19 wages, shall furnish to his or her employee, either as a detachable part of the
20 check, draft, or voucher paying the employee's wages, or separately if wages
21 are paid by personal check or cash, an accurate itemized statement in writing
22 showing (1) gross wages earned, (2) total hours worked by the employee,
23 except as provided in subdivision (j), (3) the number of piece-rate units earned
24 and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
25 all deductions, provided that all deductions made on written orders of the
26 employee may be aggregated and shown as one item, (5) net wages earned, (6)
27 the inclusive dates of the period for which the employee is paid, (7) the name
28 of the employee and only the last four digits of his or her social security

1 number or an employee identification number other than a social security
2 number, (8) the name and address of the legal entity that is the employer and,
3 if the employer is a farm labor contractor, as defined in subdivision (b) of
4 Section 1682, the name and address of the legal entity that secured the services
5 of the employer, and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate by
7 the employee...

8 72. Such failures called injury to Plaintiff and others, by, among other things, impeding
9 them from knowing the total hours worked and the amount of wages to which they are and were
10 entitled. Defendant from time to time, knowingly and intentionally failed to accurately itemize
11 the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours
12 worked.

13 73. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and Class
14 Members to sign employment related contracts and documents that contained unlawful terms of
15 employment.

16 **EIGHTH CAUSE OF ACTION**

17 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

18 California Business and Professions Code section 17200, et seq.

19 **(Plaintiff Against All Defendants)**

20 74. Plaintiff incorporates by reference in this cause of action each allegation of the
21 preceding paragraphs as though fully set forth herein.

22 75. Defendant on certain occasions knowingly committed, and upon information and
23 belief continue to commit, ongoing unlawful business practices within the meaning of the UCL,
24 including, but not limited to unlawful practices as described in the causes of action articulated
25 above, and hereby incorporated herein.

26 76. Plaintiff lost money and property as a result of Defendant's unlawful business
27 practices described above.
28

1 77. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
2 money or property acquired by Defendant by means of such unlawful business practices, in
3 amounts not yet known, but to be ascertained at trial.

4 78. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
5 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
6 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
7 general public will be irreparably injured.

8 79. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
9 by this Court, will continue to engage in the unlawful business practices described above in
10 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
11 public.

12 80. Plaintiff's success in this action will result in the enforcement of important rights
13 affecting the public interest by conferring a significant benefit upon the general public.

14 81. Defendant's numerous violations of local and California law, as well as the other
15 statutory and regulatory violations alleged herein, constitute unlawful business actions and
16 practices in violation of Business and Professions Code § 17200, et seq.

17 82. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
18 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged
19 herein, that were withheld and retained by Defendant during a period that commences four years
20 prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring
21 Defendant to comply with all provisions of California labor law, including properly paying the
22 lawful rate of pay for all hours worked, providing rest periods to all workers as defined herein,
23 timely paying due wages upon termination, maintaining accurate wages statements and payroll
24 records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil Procedure
25 § 1021.5 and other applicable law, and costs.

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION
STATUTORY PENALTIES PURSUANT TO
PRIVATE ATTORNEYS GENERAL ACT

Cal. Labor Code section 2698, et seq.

(Plaintiff Against All Defendants)

83. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

84. As set forth in Plaintiff's PAGA Notice letter, attached hereto as Exhibit 1 and expressly incorporated herein, Defendant has violated the California Labor Code by (1) failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, Wage Orders); (2) failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay wages due upon termination (§201, 202, 203, 256); (5) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (6) failing to provide uninterrupted meal breaks (§226, 226.7, 512, 558, 1198); (7) failing to provide accurate itemized wage statements and violating record keeping requirements (§226, 1174, 1174.5); and (8) failure to provide safe working conditions due to excessive heat in the workplace (§1198, Wage Order).

85. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an aggrieved employee, on behalf of herself and other current or former employees, may recover penalties under any provision of the Labor Code that provides for civil penalties. These penalties are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved employee under PAGA.

86. As set forth above, Defendant committed numerous violations for which the Labor Code provides for penalties, including violations of all applicable Labor Code provisions set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements

1 specified in §2699.3 by providing written notice to the Defendant and the Labor & Workforce
2 Development Agency (“LWDA”). See **Exhibit 1** attached hereto, which is a true and correct copy
3 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
4 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
5 exhausted administrative remedies, and on behalf of herself and all other aggrieved current and
6 former employees of Defendant. Plaintiff, therefore, now pursues this cause of action as permitted
7 by §2698, et seq.

8 87. Enforcement of statutory provisions enacted to protect workers and to ensure proper
9 and prompt payment of wages due to employees is a fundamental public interest in California.
10 Consequently, Plaintiff’s success in this action will result in the enforcement of important rights
11 affecting the public interest and will confer a significant benefit upon the general public. Private
12 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
13 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
14 the interests of justice to require payment of attorneys’ fees and costs from any recover that might
15 be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of Civil
16 Procedure §1021.5

17 88. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
18 then attorneys’ fees may be awarded to Plaintiff and against Defendants under Code of Civil
19 Procedure §1021.5 and other applicable law in part, because:

- 20 a. A successful outcome in this action will result in the enforcement of important
21 rights affecting the public interest by requiring Defendants to comply with the wage and
22 hour laws and California’s unfair business practice law;
- 23 b. This action will result in a significant benefit to Plaintiff, the Class, and the general
24 public by bringing to a halt unlawful and/or unfair activity;
- 25 c. Unless this action is prosecuted, members of the Class and general public will not
26 recover those moneys, and many of Defendants’ employees would not be aware that the
27 acts and practices they were subjected to by Defendants were wrongful; and
28

1 d. Unless this action is prosecuted, Defendants will continue to mislead their
2 employees about the true nature of their rights and remedies under the wage and hour
3 laws;

4 106. An award of attorneys' fees and costs is necessary for the prosecution of this action
5 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
6 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
7 frustrate the long-standing recognition by the California legislature and the courts that such
8 statutes, as pled herein, are not merely a matter of private concern between employer and
9 employee to be eviscerated by considerations of waiver, contributory negligence, good or bad
10 faith, and private agreements. Rather, the wage and hour statutes have been described as a matter
11 of public concern, were designed to provide minimum substantive guarantees to individual
12 workers and are essential to public welfare.

13 REQUEST FOR RELIEF

14 WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, requests judgment
15 and the following specific relief against Defendant as follows:

- 16 A. That the Court determine that this action may be maintained as a class action
17 under Code of Civil Procedure § 382;
- 18 B. That the Court determine that this action may be maintained as a PAGA
19 representative action under Cal. Labor Code. §2698 et seq.
- 20 C. Provision of class notice to all members of the Class;
- 21 D. That Defendant is found to have violated the above-referenced provisions of
22 the Labor Code, CCR and the IWC Wage Order as to Plaintiff, aggrieved
23 employees, Class Members and relevant subclass Members;
- 24 E. For compensatory damages, in an amount according to proof at trial, with
25 interest thereon;
- 26 F. For compensation for not being paid overtime;
- 27 G. For compensation for not being paid all wages owed twice per month;
- 28 H. For compensation for not being paid minimum wage;

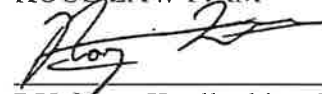
- 1 I. For compensation for not being paid all wages due upon termination;
2 J. For compensation for not being provided rest breaks;
3 K. For compensation for not being provided uninterrupted meal breaks;
4 L. For compensation for not being paid penalty and premium wages;
5 M. That Defendant's actions are found to be willful and/or in bad faith to the
6 extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code
7 for willful failure to pay all compensation owed at the time of separation to
8 Plaintiff, aggrieved employees, and Class Members no longer employed by
9 Defendant;
10 N. That Plaintiff and Class Members receive penalties for Defendant's violation
11 of §226 and 1174 of the California Labor Code for willful failure to provide
12 and maintain the required accurate and itemized wage statements;
13 O. That Plaintiff, aggrieved employees, and Class Members receive an award in
14 the amount of unpaid wages owed, including interest thereon, and penalties as
15 provided in the Labor Code, CCR and Wage Order, including under Labor
16 Code §§ 203, 510, 558, and 2698 *et seq.* subject to proof at trial;
17 P. That Plaintiff and Class Members receive damages pursuant to §§248.5 in
18 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code
19 § 218.5 and CCP 1021.5;
20 Q. That Defendant be ordered to pay restitution to Plaintiff and Class Members
21 for amounts acquired through Defendant's unlawful activities pursuant to
22 Business and Professions Code §§ 17200-05 and enjoined to cease and desist
23 from unlawful and unfair activities in violation of California Business and
24 Professions Code § 17200 *et. seq.*;
25 R. That Plaintiff and Class Members receive an award of reasonable attorneys'
26 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
27 218.5, and 1194 and/or applicable laws;
28 S. That the Court award penalties pursuant to Labor Code §2698 *et seq.*

1 T. That the Court issue declaratory relief that Defendant's challenged policies are
2 unlawful; and

3 U. That the Court order further relief, in law and equity, as it deems appropriate
4 and just.

5
6 DATED: August 1, 2024

KOUL LAW FIRM



7
8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff ERIKA
10 GONZALEZ and putative class members
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

May 21, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Mary Ann's Baking Co., Inc.
8371 Carbide Ct.
Sacramento, CA 95828

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Erika Gonzalez
Employer: Mary Ann's Baking Co., Inc.

Dear Sir or Madam:

Claimant and aggrieved employee Erika Gonzalez has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent her, and all other aggrieved employees in California, for wage and hour claims against her former employer(s), Mary Ann's Baking Co., Inc. (hereafter referred to as "Employer"). Employer hired, assigned, and paid Claimant to work as a packer at Employer's Sacramento facility, where she worked for almost two years until September 2023.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, additional code sections cited below herein, and all applicable Wage Orders.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Employer, while other violations, though not personally suffered by her, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, "[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimants need not have actually

suffered all of the Labor Code violations that they alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue penalties for all the violations committed by Employer against the Aggrieved Employees, including those she did not personally suffer.

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

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so."

Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including requiring employees to wait in long lines to clock in before their shifts and also when clocking back in from lunch, as well as failing to consistently pay overtime and premium wages at the employee's regular rate of pay. Employer employed hundreds of employees at a time with up to 300 coming on shift at the same time and only one timeclock. Claimant and her coworkers have to wait approximately 15 minutes each time they join the line.

Employer's conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, Claimant and other Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys' fees, expenses, and costs of suit. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

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

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay Minimum Wage

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

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “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.”

During the applicable recovery period, Aggrieved Employees were suffered, permitted, and required to perform work by Employer for which they received no pay. The aforementioned acts by Employer were undertaken with the intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*

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

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

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports noncompliant rest breaks resulting from the extensive time it took for her and her coworkers to commute from their workstations to the break room and back to their workstations within the break time. In order to use the restroom, employees were required to take off gear and then put it back on which substantially cut into their break time. Employees were not allowed to use the restroom except for designated rest periods. Additionally, employees were required to sanitize hands before

returning to their workstations during their break time. Accordingly, breaks were consistently short and noncompliant. When employees work shifts over 10 hours, they do not receive third rest breaks.

Rest periods were often either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

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

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant’s employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees often had noncompliant meal periods because of the large number of employees waiting to clock out and back in from lunch. Employees were required to begin lining up at the timeclock before the 30 minutes was up in order to clock back in on time. Additionally, employees are required to walk to the front of the building to clock out and then through the facility to the break room. This same distance must be traveled to clock back in, and this process results in meal periods that were consistently under 30 minutes duty free. Claimant and her coworkers also sometimes received late meal periods.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Failure to Provide Safe Working Conditions – Excessive Heat

Cal. Labor Code §1198, Wage Orders

Employer's workplaces would get unsafely hot. Claimant and aggrieved employees were forced to work in incredibly hot and unventilated workspaces reaching temperatures of up to 100 degrees inside. Multiple aggrieved employees have fainted due to the heat. Employees are not permitted to use the restroom other than their designated break time, which discourages them from drinking enough water to keep them safely hydrated. Employer does not have sufficient climate control or ventilation.

Wage Orders require:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et seq.*

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

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross

wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

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

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue the claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', is written over a horizontal line.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 24CV010358

Gonzalez v. Mary Ann's Baking Co., Inc

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 3435 Wilshire Blvd. Ste. 1710, Los Angeles, California 90010.

On August 1, 2024, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X

BY E-MAIL: I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Vicent R. Fisher

Imran A. Rahman

O'HAGAN MEYER LLP

One Embarcadero Center, Suite 2100

San Francisco, CA 94111

P: 415.578.6900

vfisher@ohaganmeyer.com

ahayes@ohaganmeyer.com

mvaleros@ohaganmeyer.com

cvillavert@ohaganmeyer.com

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this August 1, 2024, in Los Angeles, California.



NADIA CHAVEZ