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MARISOL AGUILERA on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MARISOL AGUILERA, an individual, on
behalf of herself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

Plaintiff,

vs.

WOODBIDGE WINERY, INC., a California
corporation, CONSTELLATION BRANDS
US OPERATIONS, INC., a New York
corporation and DOES 1-50, inclusive,

Defendants.

Case No.:

STK-CV-WE-2024-1116

REPRESENTATIVE ACTION

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

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

4 **NATURE OF THE ACTION**

5 1. Plaintiff MARISOL AGUILERA worked as an hourly, nonexempt employee for
6 Defendant WOODBRIDGE WINERY, INC., CONSTELLATION BRANDS US OPERATIONS,
7 INC., and Does 1-50 (collectively “Defendants”). Defendants operate a winery in California.
8 Plaintiff MARISON AGUILERA worked at their winery as a Machine Operator until May 2024.
9 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal.
10 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
11 employees of Defendant within one year of serving notice on the LWDA to the present are
12 aggrieved employees.

13 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
14 willful and intentional employment practices and policies. Plaintiff brings this representative
15 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
16 California, based upon the claims articulated below.

17 3. Plaintiff provided notice of her claims pursuant to §2698 *et. seq.*, to the Labor and
18 Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content
19 of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff
20 following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly,
21 Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act
22 (“PAGA”), Labor Code §2698 *et seq.*

23 4. Defendants have had a consistent policy and/or practice of: (1) failing to provide
24 lactation facilities; (2) failing to provide meal breaks; (3) failing to provide rest breaks; (4) failing
25 to pay for all ours worked, including overtime hours worked (5) failing to pay wages due upon
26 termination; (6) failure to pay minimum wages; (7) failing to provide accurate itemized wage
27 statements. Defendants are therefore liable for civil penalties under the Cal. Labor Code, including
28

1 the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully
2 herein.

3 **THE PARTIES**

4 5. Plaintiff MARISOL AGUILERA is a resident of the State of California and worked for
5 Defendant until May of 2024.

6 6. Defendant WOODBRIDGE WINERY, INC. is a California corporation authorized to
7 do business and doing business in California with the capacity to sue and to be sued, and doing
8 business, in the county of San Joaquin, State of California.

9 7. Defendant CONSTELLATION BRANDS US OPERATIONS, INC., is a New York
10 corporation authorized to do business

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

16 9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
17 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
18 of the representative class, and exercised control over their wages, hours, and working conditions.
19 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
20 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
21 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
22 to the other Defendants.

23 **JURISDICTION AND VENUE**

24 10. Venue is proper in this judicial district because Defendant conducts business in this
25 county and each Defendants have legal obligations to Plaintiff and many of the aggrieved
26 employees in this case that arose in this county.

27 11. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
28 the Superior Court and will be established according to proof at trial. Based on information,

1 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
2 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
3 (\$25,000).

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

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

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

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

20 **Failure to Comply with California Law Concerning Payment of Lawful Wage For All**

21 **Hours Worked, Including Overtime Hours Worked**

22 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

23 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
24 incorporate said paragraphs herein by reference.

25 18. The Wage Orders define "hours worked" as "the time during which an employee is
26 subject to the control of an employer, and includes all the time the employee is suffered or
27 permitted to work, whether or not required to do so."
28

1 19. When employees like Plaintiff and her coworkers earning at or near minimum wage do
2 not receive payment for all hours worked as a result of unlawful employment practices, the result
3 is that they are earning less than the statutory minimum wages for all hours worked. Defendants
4 have been engaged in many unlawful employment practices which resulted in underpayment for
5 hours worked each pay period, including overtime hours worked, as more fully set forth below.
6 Defendants have also failed to pay the required minimum wage for all hours worked and has failed
7 to pay all wages owed twice per month.

8 20. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant's
10 control but not compensated for their time. Plaintiff and aggrieved employees were required to
11 perform several required duties off the clock. Defendants have violated Labor Code §§510 1194,
12 1198, 1199 and the Wage Order. Defendants are liable for civil penalties pursuant to Labor Code
13 §§558 and 2698 *et seq.*

14 21. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
15 Plaintiff and employee all wages earned twice during each calendar month pursuant to Labor Code
16 §204(a). Defendants failed to pay all wages earned to employees as a result of the unlawful
17 employment policies and practices discussed herein. As a result of these practices, Employees
18 were underpaid for hours worked, including penalty wages, and this underpayment resulted in a
19 failure to pay all wages owed twice per month.

20 **Failure to Pay Minimum Wage**

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

22 22. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

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

27 24. Defendants failed to pay Plaintiff and aggrieved employees for all hours worked as a
28 result of Defendants' practices described above. Based on Defendants' unlawful conduct described

1 above, and because Plaintiff and the aggrieved employees were paid at or near minimum wage,
2 employer's failure to pay for all hours worked, including overtime, resulted in a payment of less
3 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
4 the Wage Order. Defendants are liable for civil penalties pursuant to Labor Code §§558 and 2699
5 *et seq.*

6 **Failure to Pay All Wages Due Upon Termination**

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

8 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporate said paragraphs herein by reference.

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

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

19 **Failure to Provide Timely Meal Breaks**

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

21 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
22 incorporate said paragraphs herein by reference.

23 29. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
24 period of more than five hours per day without providing the employee with a meal period of not
25 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
26 to work during any meal... period mandated by an applicable order of the Industrial Welfare
27 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
28

1 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
2 duty’ meal period and counted as time worked.”

3 30. In this case, Plaintiff and her coworkers frequently experienced noncompliant meal
4 breaks as they were often late, short, and/or interrupted.

5 31. The Wage Orders require employers to authorize and permit employees to take an
6 uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code
7 §1198, “the employment of any employee... under conditions of labor prohibited by the order is
8 unlawful.” Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
9 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
10 §§226.7 and 512. Defendant never paid penalty pay to Plaintiff or aggrieved employees for
11 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
12 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
13 Code §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to
14 Cal. Labor Code §558 and §2698 *et. seq.*

15 **Failure to Provide Rest Breaks**

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

17 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 33. Defendants have failed to maintain a policy and practice that provides or permits its
20 employees to take off-duty rest periods as required by California law. Employees are entitled to at
21 least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code
22 §226.7, §512 and the Wage Order.

23 34. Plaintiff and aggrieved employees would sometimes experience late, short, and
24 interrupted rest periods.

25 35. Defendant failed to pay Plaintiff and similarly situated employees all premium
26 compensation (one hour of pay at the employee’s regular rate of pay for missed, untimely rest,
27 interrupted, or noncompliant rest periods) mandated by Labor Code §226.7 (b). As a derivative
28 claim, Plaintiff alleges that pay statements were inaccurate, failing to include required rest period

1 penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these
2 violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698
3 *et. seq.*

4 36. Defendants failed to pay Plaintiff and similarly situated employees the premium
5 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest
6 periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period
7 violations occurred daily, however no rest period penalty pay is listed on any paystubs. Pursuant
8 to Labor Code §1198, "the employment of any employee... under conditions of labor prohibited
9 by the order is unlawful." Accordingly, because Defendants violated Wage Order provisions
10 requiring rest breaks, Defendant violated §1198. As a result of these violations, Defendants are
11 liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim,
12 Plaintiff alleges that her pay statements were inaccurate, failing to include required rest period
13 penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under
14 Cal. Labor Code §§ 558 and 2698 *et. seq.*

15 **Failure to Provide Accurate Itemized Wage Statements**

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

17 37. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 38. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
20 wage statements to Plaintiff and the aggrieved employees, as well as maintain accurate records, in
21 accordance with Labor Code §§ 226 and 1174.

22 39. The statements provided to Plaintiff and aggrieved employees and the records
23 maintained by Defendant, contain incorrect mathematical calculations. Wage statements do not
24 list the total hours worked and are facially confusing, failing to clearly identify required
25 information.

26 40. Wage statements and records also fail to state actual gross wages earned, including pay
27 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay
28 at the correct rate, and pay for meal and rest period premium wages.

1 41. Such failures caused injury to Plaintiff and others, by, among other things, impeding
2 them from knowing the total hours worked and the amount of wages to which they are and were
3 entitled. Defendants are liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

4 **Failure to Provide Lactation Facilities**

5 (Cal. Labor Code §§201-203, 216,225.5, 226, 226.3, 226.7, 1030-1034, 2698 *et seq.*)

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

8 43. Defendants' actions violate, among other statutes:

- 9 • California Labor Code §§ 1030-1034 (lactation accommodation and
10 notice; failure to have a complaint lactation policy);
- 11 • California Labor Code §§ 201-203 (waiting time penalties);
- 12 • California Labor Code § 226.7 (premium pay for non-compliant lactation
13 accommodation;
- 14 • California Labor Code §§ 226 and 226.3 (inaccurate wage statements
15 which do not reflect all earned wages); and
- 16 • California Labor Code §§ 2698, *et seq.* (default PAGA penalties)

17 44. Plaintiff will seek on behalf of all aggrieved employees, statutory damages, penalties,
18 assessments, and/or any additional compensation arising from the conduct described herein.

19 45. Plaintiff began expressing breastmilk in or around August 2023, after the birth of her
20 child.

21 46. Defendant failed to provide legally compliant, dedicated lactation facilities.

22 47. Defendant failed to provide a sink and the room provided had a glass window, with
23 two additional windows, that did not provide sufficient privacy for Plaintiff to express breastmilk.
24 Employees were not provided with enough facilities to permit more than one employee to express
25 breastmilk at any one time. Plaintiff ultimately stopped expressing milk in December of 2023
26 because Defendant's lack of proper facilities and negative attitude towards expressing milk
27 became inconvenient and stressful. But for Defendant's conduct, Plaintiff would have continued
28 expressing milk for her child for another year.

1 48. Plaintiff is informed and believes that other aggrieved employees were not provided
2 compliant lactation accommodations. On behalf of herself and all aggrieved employees, Plaintiff
3 intends to seek all civil penalties that are available for these violations of the California Labor
4 Code. This includes, but is not limited, Labor Code sections 201-203, 216, 225.5, 226, 226.3,
5 226.7, 1030-1034, and 2698, et seq.

6 **FIRST CAUSE OF ACTION**

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

9 49. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 50. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendants
12 during the applicable statutory period and suffered one or more of the Labor Code violations set
13 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
14 former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable
15 attorneys’ fees and costs.

16 51. Plaintiff seeks to recover the PAGA civil penalties through a representative action
17 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
18 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

19 52. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
20 Code provisions:

- 21 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
22 Labor Code §§207, 218, 246, 510, 558, 1194, 1197, 1198, 1199, 2698 et seq.);
- 23 b. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194,
24 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.)
- 25 c. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201-203, 256 and
26 2698 et seq.)
- 27 d. Failure to Provide Timely Meal Breaks (Cal. Labor Code §§226 (a), 226.7, 512,
28 558, 1198, 2698 et seq.)

1 e. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
2 2350, 2441, 2698 *et seq.*, 3457, 6712.)

3 f. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
4 1174, 2699 *et seq.*).

5 g. Failure to Provide Lactation Facilities (Cal. Labor Code §§201-203, 216,225.5,
6 226, 226.3, 226.7, 1030-1034, 2698 *et seq.*)

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

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

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

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

24 57. At the time of each violation, Defendants employed one or more employees.

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

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

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

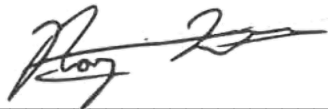
7 **PRAYER FOR RELIEF**

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

- 10 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
11 determined at trial, but at least the jurisdictional amount of this Court;
- 12 2. An award of reasonable attorneys’ fees and costs pursuant to California Labor Code §2699(g)
13 and/or other applicable law;
- 14 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
15 law;
- 16 4. Pre-judgement and post-judgement interest as provided by law; and
- 17 5. Such other and further relief that the Court may deem just and proper.
- 18

19 DATED: September 3, 2024

KOUL LAW FIRM, APC

20 
21

22 BY: Nazo Koulloukian, Esq.
23 Attorneys for Plaintiff MARISOL AGUILERA, and
24 all aggrieved employees
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EXHIBIT A – PAGA NOTICE LETTER

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SUITE 1710

LOS ANGELES, CA 90010

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June 26, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Woodbridge Winery, Inc.
1649 E. Victor Road
Lodi, CA 95240

Constellation Brands US Operations, Inc.
235 N. Bloomfield Road
Canandaigua, NY 14424

Constellation Brands US Operations, Inc.
207 High Point Drive, Building 100
Victor NY 14564

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Marisol Aguilera
Employer: Woodbridge Winery, Inc.; Constellation Brands US Operations,
Inc.

Dear Sir or Madam:

Claimant Marisol Aguilera has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent her, and all other aggrieved employees, for claims relating to her former employers' failure to follow wage and hour laws, and failure to provide required lactation facilities. Claimant worked for Employers Woodbridge Winery, Inc. and Constellation Brands US Operations, Inc. at their Woodbridge, CA, location as a Machine Operator until May 2024.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code §2698 *et seq.*, on behalf of aggrieved

employees and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Provide Lactation Facilities

Cal. Labor Code §§201-203, 216,225.5, 226, 226.3, 226.7, 1030-1034, 2698 *et seq.*

Employers' actions violate, among other statutes:

- California Labor Code §§ 1030-1034 (lactation accommodation and notice; failure to have a complaint lactation policy);
- California Labor Code §§ 201-203 (waiting time penalties);
- California Labor Code § 226.7 (premium pay for non-compliant lactation accommodation);
- California Labor Code §§ 226 and 226.3 (inaccurate wage statements which do not reflect all earned wages); and
- California Labor Code §§ 2698, *et seq.* (default PAGA penalties).

Claimant will seek on behalf of all aggrieved employees, statutory damages, liquidated damages, penalties, assessments, and/or any additional compensation arising from the conduct described herein.

Claimant began expressing breastmilk in or around August 2023, after the birth of her child.

Employers failed to provide legally compliant, dedicated lactation facilities.

Employers failed to provide a sink and the room provided had a glass window, with two additional windows, that did not provide sufficient privacy for Claimant to express breastmilk. Employees were not provided with enough facilities to permit more than one employee to express breastmilk at any one time. Claimant ultimately stopped expressing milk in December of 2023 because Employers' lack of proper facilities and negative attitude towards expressing milk became inconvenient and stressful. But for Employers' conduct, Claimant would have continued expressing milk for her child for another year.

Claimant is informed and believes that other aggrieved employees were not provided compliant lactation accommodations. On behalf of herself and all aggrieved employees, Plaintiff intends to seek all civil penalties that are available for these violations of the California Labor Code. This includes, but is not limited, Labor Code sections 201-203, 216, 225.5, 226, 226.3, 226.7, 1030-1034, and 2698, *et seq.*

Failure to Provide Timely Meal Breaks

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

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

In this case, Claimant and her coworkers frequently experienced noncompliant meal breaks as they were often late, short, and/or interrupted.

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 Employers did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employers unlawfully shaved and/or rounded clock in and clock out times for meal periods. 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.

The Wage Orders require employers to authorize and permit employees to take an uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by the order is unlawful.” Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Provide Rest Breaks

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

Employers have 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 that rest periods were often late, short, and/or interrupted.

Rest periods were 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 Employers: (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 Employers 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.

Employers 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 Wage Orders 11(A). When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employers are 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 Pay For All Hours Worked, Including Overtime Hours Worked

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

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” When employees like Claimant and her coworkers earning at or near minimum wage do not receive payment for all hours worked as a result of unlawful employment practices, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, including required pre and post shift activities and off the clock work. Employer has also failed to pay the required minimum wage for all hours worked, including overtime at the required regular rate of pay, and has failed to pay all wages owed twice per month.

Failure to Pay Wages Due Upon Termination

Cal. Lab. Code §§201, 202, 203, 227.3, 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, Employers knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employers 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. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay

as waiting time under the terms of §203. Moreover, Employers are liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements

Cal. Labor Code §§ 226, 1174, 2698 *et seq*

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

The statements provided to Claimants and aggrieved employees, and the records maintained by Employer, contain incorrect mathematical calculations. Wage statements do not list the total hours worked and are facially confusing, failing to clearly identify required information.

Wage statements and records also fail to state actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, 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 true legal name of their employer, 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 gross wages earned, net wages earned, 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, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

As a result of these violations, Employer has violated the California Labor Code provisions enumerated above and is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorneys for Claimant