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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

RHYS BAKER, an individual, and on behalf
of the State of California, as a private attorney
general,

Plaintiff,

vs.

WISMETTAC ASIAN FOODS, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No. 26NWCV02798

COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a),
226(a)(2), 226.7, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 1198.5,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B), and
Violation of Applicable Industrial Welfare
Commission Wage Order(s);
2. Discrimination and Retaliation
Violation of FEHA;
3. Failure to Provide Reasonable
Accommodation in Violation of Cal. Gov.
Code §12940(m); and,
4. Wrongful Termination in Violation of
Public Policy.

DEMAND FOR A JURY TRIAL

1 Rhys Baker (“PLAINTIFF”), on behalf of the people of the State of California and as
2 an “aggrieved employee” acting as a private attorney general under the Labor Code Private
3 Attorney General Act of 2004, § 2699 (“PAGA”) with regard to the First Cause of Action, and
4 as an individual with regard to the Second, Third and Fourth Causes of Action, alleges on
5 information and belief, except for his own acts and knowledge which are based on personal
6 knowledge, the following:

7 INTRODUCTION

8 1. PLAINTIFF brings the First Cause of Action against defendant Wismettac Asian
9 Foods, Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on
10 behalf of all current and former aggrieved employees that worked for DEFENDANT.
11 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
12 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
13 violations, PLAINTIFF does not seek underlying general and/or special damages for those
14 violations, but simply the civil penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, as to the First Cause of Action, PLAINTIFF seeks to obtain all
18 applicable relief for DEFENDANT’s violations under PAGA and solely for the relief as
19 permitted by PAGA – that is, penalties and any other relief the Court deems proper pursuant to
20 the PAGA.

21 4. As to the First Cause of Action, PLAINTIFF is not suing in his individual
22 capacity; he is proceeding herein solely under the PAGA, on behalf of the State of California
23 for all aggrieved employees. With regard to the First Cause of Action, nothing in this complaint
24 should be construed as PLAINTIFF suing in his individual capacity.

25 5. PLAINTIFF brings the Second, Third and Fourth Causes of Action individually
26 against DEFENDANT for special damages, punitive damages, pre-judgment interest, costs and
27 reasonable attorneys’ fees as set forth below.
28

1 **THE PARTIES**

2 6. Wismettac Asian Foods, Inc. ("DEFENDANT") is a professional corporation that
3 at all relevant times mentioned herein conducted and continues to conduct substantial business
4 in California.

5 7. DEFENDANT is an importer, wholesaler, and distributor of Japanese and
6 Pan-Asian food products in California.

7 8. PLAINTIFF was employed by DEFENDANT in California from February of 2025
8 to November 3, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-
9 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
10 periods and payment of minimum and overtime wages due for all time worked.

11 9. PLAINTIFF, and such persons that may be added from time to time who satisfy
12 the requirements and exhaust the administrative procedures under the Private Attorney General
13 Act, brings this Representative Action on behalf of the State of California with respect to all
14 individuals who are or previously were employed by DEFENDANT in California, including any
15 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
16 ("AGGRIEVED EMPLOYEES") during the time period of February 19, 2025 until a date as
17 determined by the Court (the "PAGA PERIOD").

18
19 10. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or formerly
20 employed by DEFENDANT during the PAGA PERIOD, brings this representative action
21 pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's violation of
22 California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512,
23 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section
24 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the foregoing,
25 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
26 of Labor Code § 2699.

27 11. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are

1 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious
2 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
3 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they
4 are ascertained. PLAINTIFF is informed and believes, and based upon that information and
5 belief alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
6 inclusive, are responsible in some manner for one or more of the events and happenings that
7 proximately caused the injuries and damages hereinafter alleged.

8 12. The agents, servants and/or employees of the DEFENDANT and each of them
9 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its
10 authority as the agent, servant and/or employee of the DEFENDANT, and personally
11 participated in the conduct alleged herein on behalf of the DEFENDANT with respect to the
12 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the
13 other DEFENDANT and all DEFENDANT are jointly and severally liable to PLAINTIFF and
14 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct
15 of the DEFENDANT's agents, servants and/or employees.

16 **THE CONDUCT**

17 13. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
18 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
19 worked, meaning the time during which an employee is subject to the control of an
20 employer, including all the time the employee is suffered or permitted to work.
21 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
22 paying them for all the time they are under DEFENDANT's control. Among other things,
23 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
24 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
25 work assignments while clocked out for what should have been PLAINTIFF's off-duty
26 meal break. DEFENDANT, as a matter of established company policy and procedure,
27 administers a uniform practice of rounding the actual time worked and recorded by
28 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,

1 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
2 EMPLOYEES are paid less than they would have been paid had they been paid for actual
3 recorded time rather than “rounded” time. As a result, PLAINTIFF and the AGGRIEVED
4 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal
5 breaks by working without their time being correctly recorded and without compensation at
6 the applicable rates. DEFENDANT’s policy and practice not to pay PLAINTIFF and the
7 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT’s
8 business records.

9 14. As a result of their rigorous work schedules, PLAINTIFF and the
10 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
14 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
15 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
18 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and
19 the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional
20 compensation and in accordance with DEFENDANT’s corporate policy and practice.

21 15. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
22 EMPLOYEES were also required from time to time to work in excess of four (4) hours
23 without being provided ten (10) minute rest periods. Further, these employees were denied
24 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
25 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
28 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were

1 also not provided with one hour wages in lieu thereof. Additionally, the applicable
2 California Wage Order requires employers to provide employees with off-duty rest periods,
3 which the California Supreme Court defined as time during which an employee is relieved
4 from all work related duties and free from employer control. In so doing, the Court held that
5 the requirement under California law that employers authorize and permit all employees to
6 take rest period means that employers must relieve employees of all duties and relinquish
7 control over how employees spend their time which includes control over the locations
8 where employees may take their rest period. Employers cannot impose controls that prohibit
9 an employee from taking a brief walk - five minutes out, five minutes back. Here,
10 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
11 unconstrained walks and is unlawful based on DEFENDANT's rule which states
12 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
13 their rest period.

14 16. During the PAGA PERIOD, DEFENDANT failed to accurately record and
15 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
16 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
17 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
18 all time worked, meaning the time during which an employee was subject to the control of
19 an employer, including all the time the employee was permitted or suffered to permit this
20 work. DEFENDANT required these employees to work off the clock without paying them
21 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
22 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
23 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
24 EMPLOYEES forfeited time worked by working without their time being accurately
25 recorded and without compensation at the applicable minimum wage and overtime wage
26 rates. To the extent that the time worked off the clock does not qualify for overtime
27 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
28 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

1 17. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
3 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
4 provides that every employer shall furnish each of his or her employees with an accurate
5 itemized wage statement in writing showing, among other things, gross wages earned and
6 all applicable hourly rates in effect during the pay period and the corresponding amount of
7 time worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were
8 paid on an hourly basis. As such, the wage statements should reflect all applicable hourly
9 rates during the pay period and the total hours worked, and the applicable pay period in
10 which the wages were earned pursuant to California Labor Code Section 226(a). The wage
11 statements DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES
12 failed to identify such information. More specifically, the wage statements failed to identify
13 the accurate total hours worked each pay period. When the hours shown on the wage
14 statements were added up, they did not equal the actual total hours worked during the pay
15 period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in
16 this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement
17 that lists all the requirements under California Labor Code 226. As a result, DEFENDANT
18 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
19 statements which violated Cal. Lab. Code § 226.

20 18. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
21 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
22 the wages are paid not more than seven (7) calendar days following the close of the payroll
23 period. Cal. Lab. Code § 210 provides:

24 in [I]n addition to, and entirely independent and apart from, any other penalty provided
25 this article, every person who fails to pay the wages of each employee as provided in
26 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
27 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
28 each subsequent violation, or any willful or intentional violation, two hundred
dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

1 19. DEFENDANT from time to time failed to pay PLAINTIFF and the
2 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
3 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
4 wage payments.

5 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
6 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
7 penalties pursuant to Cal. Lab. Code Section 203.

8 21. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
9 terminated and DEFENDANT has not tendered payment of all wages owed as required by
10 law.

11
12 **JURISDICTION AND VENUE**

13 22. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure, Section 410.10.

15 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,
16 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
17 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
18 in this County and/or conducts substantial business in this County, and (ii) committed the
19 wrongful conduct herein alleged in this County against PLAINTIFF and other AGGRIEVED
20 EMPLOYEES.

21 **FIRST CAUSE OF ACTION**

22 **For Violation of the Private Attorneys General Act**

23 **[Cal. Lab. Code §§ 2698]**

24 **(By PLAINTIFF and Against All Defendants)**

25 24. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
26 herein, the prior paragraphs of this Complaint.

27 25. PAGA is a mechanism by which the State of California itself can enforce state
28 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the

1 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
2 fundamentally a law enforcement action designed to protect the public and not to benefit
3 private parties. The purpose of the PAGA is not to recover damages or restitution, but to
4 create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code.
5 In enacting PAGA, the California Legislature specified that "it was ... in the public interest to
6 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
7 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
8 subject to arbitration.

9 26. PLAINTIFF, and such persons that may be added from time to time who satisfy
10 the requirements and exhaust the administrative procedures under the Private Attorney General
11 Act, brings this Representative Action on behalf of the State of California with respect to all
12 individuals who are or previously were employed by DEFENDANT in California, including
13 any employees staffed with DEFENDANT by a third party, and classified as non-exempt
14 employees ("AGGRIEVED EMPLOYEES") during the time period of February 19, 2025 until
15 a date as determined by the Court (the "PAGA PERIOD").

16 27. On February 19, 2026, PLAINTIFF gave written notice by electronic mail to the
17 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
18 employer of the specific provisions of this code alleged to have been violated as required by
19 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
20 herein. On March 18, 2026, PLAINTIFF gave amended written notice by electronic mail to the
21 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
22 employer of the specific provisions of this code alleged to have been violated as required by
23 Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference
24 herein. The statutory waiting period for PLAINTIFF to add these allegations to the Complaint
25 has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a
26 representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of
27 California with respect to all AGGRIEVED EMPLOYEES as herein defined.

28 28. The policies, acts and practices heretofore described were and are an unlawful

1 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
2 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
3 and provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed
4 to pay overtime wages, and (e) failed to provide wages when due, all in violation of the
5 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
6 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code
7 of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
8 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
9 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney
10 General Act of 2004 as the representative of the State of California for the illegal conduct
11 perpetrated on other AGGRIEVED EMPLOYEES.

12 **SECOND CAUSE OF ACTION**

13 **[Discrimination and Retaliation For the Exercise of Rights Guaranteed Under the**
14 **FEHA, Participating in Protected Activities, and/or Opposing DEFENDANT's**
15 **Failure**
16 **to Provide Such Rights]**

17 **Violation of FEHA Government Section 12900, *et. seq.***

18 **(By PLAINTIFF Against All Defendants)**

19 29. PLAINTIFF realleges and incorporates by reference, as though fully set forth
20 herein, the prior paragraphs of this Complaint.

21 30. In or around March 25, 2025, PLAINTIFF submitted a reasonable
22 accommodation request to DEFENDANT's HR Manager, Jinna Baik, and Benefits Partner in
23 HR, Nicole Gonzalez. Though PLAINTIFF suffers from severe anxiety, ADHD, and sensory
24 issues, PLAINTIFF was told to move from his current, quiet workspace indoors to a desk in
25 DEFENDANT's outdoor warehouse. The work environment in DEFENDANT's warehouse
26 was not conducive to PLAINTIFF's productivity because of high outdoor temperatures, too

27 ¹As to the First Cause of Action alleging violations of the PAGA, Plaintiff specifically excludes
28 and/or does not allege any claims under California Labor Code §558(a)(3).

1 many constant loud, distracting noises, and a constant crowd of people in PLAINTIFF's space
2 preventing him from focusing on his tasks. The reasonable accommodations requested and
3 approved by PLAINTIFF's health care provider were to ensure PLAINTIFF could effectively
4 perform his job duties in a difficult work environment for PLAINTIFF due to his disabilities.
5 However, DEFENDANT never told PLAINTIFF which of the requested accommodations were
6 given to him forcing PLAINTIFF to file another request in or around September 3, 2025.
7 DEFENDANT never gave PLAINTIFF a response to his second request either. As a result of
8 PLAINTIFF's good faith requests for reasonable accommodations due to his mental
9 disabilities, DEFENDANT denied PLAINTIFF employment opportunities, privileges, and
10 wages under the Labor Code. As a result of PLAINTIFF's good faith requests for reasonable
11 accommodations, and in direct retaliation of those complaints, DEFENDANT wrongfully
12 terminated PLAINTIFF's employment on November 3, 2025. Prior to filing this action
13 PLAINTIFF exhausted his administrative remedies by filing a timely administrative complaint
14 with the Department of Fair Employment and Housing ("CRD") and received a CRD Right to
15 Sue letter on February 25, 2026.

16 31. DEFENDANT's conduct, as alleged, violated FEHA, Government Code Section
17 12900, *et seq.*, and DEFENDANT committed unlawful employment practices, including the
18 following bases for liability:

19 a. Taking adverse employment actions against PLAINTIFF, including
20 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or otherwise
21 discriminating against PLAINTIFF, in whole or in part on the basis of PLAINTIFF's disability
22 in violation of Government Code Section 12940(a);

23 b. Harassing PLAINTIFF and/or creating a hostile work environment, in
24 whole or in part on the basis of PLAINTIFF's disability;

25 c. Failing to take all reasonable steps to prevent discrimination and
26 harassment based on PLAINTIFF's disability in violation of Government Code section
27 12940(k);

28 d. Retaliating against PLAINTIFF for seeking to exercise rights guaranteed

1 under FEHA, participating in protected activities, and/or opposing DEFENDANT's failure to
2 provide such rights, in violation of Government Code Section 12940(h).

3 32. As a proximate result of DEFENDANT's willful, knowing, and intentional
4 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
5 substantial losses of earnings and other employment benefits.

6 33. As a proximate result of DEFENDANT's willful, knowing, and intentional
7 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
8 humiliation, emotional distress, and physical and mental pain and anguish, all to PLAINTIFF's
9 damage in a sum according to proof.

10 34. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
11 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
12 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

13 35. DEFENDANT's misconduct was committed intentionally, in a malicious,
14 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages against
15 DEFENDANT.

16 **THIRD CAUSE OF ACTION**

17 **For Failure to Provide Reasonable Accommodation**

18 **[Cal. Gov. Code § 12940(m)]**

19 **(By PLAINTIFF and Against All Defendants)**

20 36. PLAINTIFF realleges and incorporates by reference, as though fully set forth
21 herein, the prior paragraphs of this Complaint.

22 37. DEFENDANT was an employer who met all of the requirements set forth under
23 the California Fair Employment and Housing Act.

24 38. PLAINTIFF suffered from a mental disability as defined under Cal. Gov. Code
25 § 12926(m).

26 39. DEFENDANT was aware that PLAINTIFF suffered from a mental disability as
27 set forth herein.

28 40. In or around March 25, 2025, PLAINTIFF submitted a reasonable

1 accommodations request to DEFENDANT's HR Manager, Jinna Baik, and Benefits Partner
2 in HR, Nicole Gonzalez. Though PLAINTIFF suffers from severe anxiety, ADHD, and sensory
3 issues, PLAINTIFF was told to move from his current, quiet workspace indoors to a desk in
4 DEFENDANT's outdoor warehouse. The work environment in DEFENDANT's warehouse
5 was not conducive to PLAINTIFF's productivity because of high outdoor temperatures, too
6 many constant loud, distracting noises, and a constant crowd of people in PLAINTIFF's space
7 preventing him from focusing on his tasks. The reasonable accommodations requested and
8 approved by PLAINTIFF's health care provider were to ensure PLAINTIFF could effectively
9 perform his job duties in a difficult work environment for PLAINTIFF due to his disabilities.
10 However, DEFENDANT never told PLAINTIFF which of the requested accommodations were
11 given to him forcing PLAINTIFF to file another request in or around September 3, 2025.
12 DEFENDANT never gave PLAINTIFF a response to his second request either. Ultimately,
13 DEFENDANT terminated his employment on November 3, 2025.

14 41. DEFENDANT failed to provide PLAINTIFF with reasonable accommodation
15 for his mental disabilities.

16 42. As a direct and proximate result of DEFENDANT refusing to provide
17 PLAINTIFF with reasonable accommodation, PLAINTIFF was met with a series of adverse
18 employment actions as set forth herein. As a further direct result of DEFENDANT's failure to
19 provide PLAINTIFF with a reasonable accommodation, PLAINTIFF was harmed in the form
20 of emotional and physical pain and suffering.

21 43. DEFENDANT's failure to provide reasonable accommodation was a substantial
22 factor in causing PLAINTIFF's harm.

23 44. The actions alleged herein were taken by managing agents and/or officers of
24 DEFENDANT and/or ratified by managing agents and/or officers of DEFENDANT. In so
25 doing, said managing agents and/or officers of DEFENDANT acted with malice and
26 oppression as those terms are used in California Code of Civil Procedure § 3294. As such,
27 PLAINTIFF is entitled to an award of punitive damages.

28 45. PLAINTIFF is also entitled to recover reasonable attorney's fees and costs

1 pursuant to Cal. Gov. Code § 12965(b).

2 **FOURTH CAUSE OF ACTION**

3 **For Wrongful Termination in Violation of Public Policy**

4 **(By PLAINTIFF Against All Defendants)**

5 46. PLAINTIFF realleges and incorporate by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 47. In or around March 25, 2025, PLAINTIFF submitted a medical disability
8 accommodation request to DEFENDANT's HR Manager, Jinna Baik, and Benefits Partner
9 in HR, Nicole Gonzalez. Though PLAINTIFF suffers from severe anxiety, ADHD, and
10 sensory issues, PLAINTIFF was told to move from his current, quiet workspace indoors to
11 a desk in DEFENDANT's outdoor warehouse. The work environment in DEFENDANT's
12 warehouse was not conducive to PLAINTIFF's productivity because of high outdoor
13 temperatures, too many constant loud, distracting noises, and a constant crowd of people in
14 PLAINTIFF's space preventing him from focusing on his tasks. The reasonable
15 accommodations requested and approved by PLAINTIFF's health care provider were to
16 ensure PLAINTIFF could effectively perform his job duties in a difficult work environment
17 for PLAINTIFF due to his disabilities. However, DEFENDANT never told PLAINTIFF
18 which of the requested accommodations were given to him forcing PLAINTIFF to file
19 another request in or around September 3, 2025. DEFENDANT never gave PLAINTIFF a
20 response to his second request either. As a result of PLAINTIFF's good faith requests for
21 reasonable accommodations due to his mental disabilities, DEFENDANT denied
22 PLAINTIFF employment opportunities, privileges, and wages under the Labor Code. As a
23 result of PLAINTIFF's good faith requests for reasonable accommodations, and in direct
24 retaliation of those complaints, DEFENDANT wrongfully terminated PLAINTIFF's
25 employment on November 3, 2025.

26 48. Within the State of California there exists a substantial and fundamental
27 public policy, set forth in the California Government Code §12900 et seq., which forbids
28

1 age and/or medical condition harassment/discrimination, retaliation, and wrongful
2 termination. Unlawful harassment includes the right to be free from unwanted, offensive
3 racial harassment, and the right to protest such conduct without fear of retaliation or further
4 harm. This public policy of the state is one that benefits the public at large and guarantees
5 the rights of an employee to perform their work free from age and/or medical condition
6 harassment/discrimination/retaliation.

7 49. DEFENDANT terminated PLAINTIFF's employment in violation of various
8 fundamental public policies underlying both state and federal laws. Specifically,
9 PLAINTIFF's employment was terminated in part because of his protected status (i.e.,
10 disability, medical leave, and/or good faith complaints). These actions were in violation of
11 FEHA, the California Constitution, and California Labor Code Section 1102.5.

12 50. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial
13 losses in earnings and employment benefits and emotional distress in an amount to be
14 determined according to proof at trial.

15 51. In doing the acts herein alleged, DEFENDANT acted with malice and
16 oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is
17 entitled to exemplary and punitive damages from DEFENDANT in an amount to be
18 determined to punish DEFENDANT and to deter such wrongful conduct in the future.

19
20
21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly
23 and severally, as follows:

24 1. For the First Cause of Action on behalf of the State of California and with
25 respect to other AGGRIEVED EMPLOYEES:

26 A) Recovery of civil penalties as prescribed by the Labor Code Private
27 Attorneys General Act of 2004; and,
28

1 B) An award of attorneys' fees and cost of suit, as allowable under the
2 law, including, but not limited to, pursuant to Labor Code §2699;

3 2. For the Second, Third and Fourth Causes of Action on behalf of
4 PLAINTIFF Individually:

5 A) For all special damages which were sustained as a result of
6 DEFENDANT's conduct, including, but not limited to, back pay, front
7 pay, lost compensation and job benefits that PLAINTIFF would have
8 received but for the retaliatory practices of DEFENDANT;

9 B) For all exemplary damages, according to proof, which were sustained
10 as a result of DEFENDANT's conduct;

11 C) An award of interest, including prejudgment interest at the legal rate;

12 D) Such other and further relief as the Court deems just and equitable;
13 and,

14 E) An award of penalties, attorneys' fees and cost of suit.
15

16 Dated: August 20, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE
17 BLOUW LLP

18
19 By: /s/ Nicholas De Blouw

20 Kyle R. Nordrehaug
21 Nicholas J. De Blouw
22 Ricardo R. Ehmann

23 **CENTURION TRIAL ATTORNEYS, APC**
24 Ryan Stygar (State Bar #332764)
25 8880 Rio San Diego Dr., Suite 800
26 San Diego, CA 92108

27 *Attorneys for Plaintiff*
28

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Dated: August 20, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP

Kyle R. Nordrehaug
Nicholas J. De Blouw
Ricardo R. Ehmann

CENTURION TRIAL ATTORNEYS, APC
 Ryan Stygar (State Bar #332764)
 8880 Rio San Diego Dr., Suite 800
 San Diego, CA 92108

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

February 19, 2026
CA3828

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Wismettac Asian Foods, Inc.
Certified Mail #9589071052700057730353
REGISTERED AGENT SOLUTIONS, INC.
ADAM SALDANA
555 CAPITOL MALL
SACRAMENTO, CA 95814

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Rhys Baker (“Plaintiff”) and all other Aggrieved Employees of Wismettac Asian Foods, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Wismettac Asian Foods, Inc. in California, including any employees staffed with Wismettac Asian Foods, Inc. by a third party, and classified as non-exempt employees during the time period of February 19, 2025 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February of 2025 to November 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Specifically, Plaintiff was employed by Defendant as a distribution associate working at 13409 Orden Dr, Santa Fe Springs, CA 90670. Plaintiff's main job duties involved processing shipments that came into Defendant's warehouse. Plaintiff would go into the warehouse, gather paperwork from DEFENDANT's customers who were dropping off the shipments, scan each document of paperwork, then go back to his computer at his desk to upload those scans to the warehouse management system. Plaintiff ensured the inventory of each order met the requirements for that order in the system. Once he did so, he would sign off on the order. If the inventory did not match, he would check with the warehouse team to see if there was a mistake in counting or contact the seller. Plaintiff also received paperwork for outgoing shipments from his location and would verify what was being sent out matched his records. If any discrepancies came up, he would go back to the warehouse and the shipper if there was a mistake or contact the buyer of the inventory if there was a mistake on their end. Plaintiff did all the paperwork for the litany of shipments that came into the warehouse. Due to the time consuming nature of Plaintiff's job duties, Plaintiff was subjected to numerous violations during his employment with Defendant.

First, Plaintiff during the PAGA period was unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. As discussed, Plaintiff processed the paperwork for all incoming and outgoing shipments at Defendant's warehouse. Due to the large quantity of shipments that had to be processed on a daily basis, Plaintiff would from time to time work through meal breaks and rest breaks or end them early to continue processing orders. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant failed to pay the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from October 6, 2025 to October 19, 2025 showing no meal or rest break premiums paid year to date in 2025.

Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While clocked out for a meal break, there were instances during the PAGA Period where Plaintiff would continue processing shipments to ensure the incoming and outgoing shipments were correct and processed in a timely manner according to Defendant's specifications. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned. Defendant also violated 226(a)(2) as Defendant paid Plaintiff “Bereavement” and “PTO” payments but improperly included those hours in Plaintiff’s total hours worked during the pay period. Defendant knowingly and intentionally failed to include the correct amount of all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). Attached as **Exhibit #2** is the true and correct copy of Plaintiff’s wage statement for the pay period from July 14, 2025 to July 27, 2025 showing the improper inclusion of the “Bereavement” and “PTO” payments in Plaintiff’s total hours worked during the pay period.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 14, 2025. Defendant sent Plaintiff’s file on December 16, 2025. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #3**.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions or concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



Employee Name:
Employee #:
Employee Address:

Rhys Baker



Pay Date:
Pay Period:
Deposit Advice #:
Pay Frequency:
Pay Rate:
Federal Filing Status:
Federal 2c/Extra
Withholding:
State Filing Status:
State Exemptions:

10/24/2025
10/6/2025 - 10/19/2025
146100558
Bi-Weekly
20.2700

Department:
Job Title:

PD4500
Distribution Associate 1, IRD

Employer Name: Wismettac Asian Foods, Inc.
Employer Phone: 2134076216
Employer Address: 13409 Orden Drive
Santa Fe Springs, CA 90670

	Current 10/6/2025 - 10/19/2025			YTD As of 10/19/2025	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	83.97		\$1,743.73	1,376.03	\$28,024.13
Regular	71.85	20.2700	\$1,456.40	1,214.01	\$24,608.12
Overtime	4.12	30.4050	\$125.17	13.02	\$395.76
Holiday				24.00	\$486.48
Bereavement				24.00	\$486.48
PTO	8.00	20.2700	\$162.16	61.00	\$1,236.48
Sick				40.00	\$810.81
Memo Information			\$43.60		\$561.70
401(k) Match			\$43.60		\$561.70
Pre-Tax Deductions			\$107.89		\$1,475.18
401(K)			\$87.19		\$1,123.28
Den Ins			\$7.54		\$128.18
Vis Ins			\$0.78		\$13.26
FSA Medical			\$12.38		\$210.46
Taxes			\$320.57		\$5,099.45
Fed W/H			\$127.90		\$2,023.00
FICA EE			\$106.83		\$1,715.68
Fed MWT EE			\$24.99		\$401.25
CA W/H			\$40.17		\$627.46
CA DT EE			\$20.68		\$332.06
Post-Tax Deductions			\$18.33		\$311.61
Vol Acc Ins			\$4.52		\$76.84
Vol Cri Ill Ins			\$4.85		\$82.45
Vol Hos Ins			\$5.01		\$85.17
Vol ST Dis Ins			\$2.39		\$40.63
Vol LT Dis Ins			\$1.56		\$26.52
	Routing #	Account #	Amount		Amount
Net Pay			\$1,296.94		\$21,137.89
Direct Deposit			\$1,296.94		

Accruals & Balances

PTO Balance: 38.45 Hours
Paid Sick Leave Balance: 0.00 Hours



EXHIBIT NO. 2



Employee Name: Rhys Baker
Employee #: [REDACTED]
Employee Address: [REDACTED]
Department: PD4500
Job Title: Distribution Associate 1, IRD

Pay Date: 8/1/2025
Pay Period: 7/14/2025 - 7/27/2025
Deposit Advice #: 989464766
Pay Frequency: Bi-Weekly
Pay Rate: 20.2700
Federal Filing Status: [REDACTED]
Federal 2c/Extra Withholding: [REDACTED]
State Filing Status: [REDACTED]
State Exemptions: [REDACTED]

Employer Name: Wismettac Asian Foods, Inc.
Employer Phone: 2134076216
Employer Address: 13409 Orden Drive
Santa Fe Springs, CA 90670

	Current 7/14/2025 - 7/27/2025			YTD As of 7/27/2025	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	80.38		\$1,631.74	884.93	\$17,970.54
Regular	60.15	20.2700	\$1,219.24	791.93	\$16,052.48
Overtime	0.23	30.4050	\$7.10	3.25	\$98.81
Holiday				16.00	\$324.32
Bereavement	16.00	20.2700	\$324.32	16.00	\$324.32
PTO	4.00	20.2700	\$81.08	17.75	\$359.80
Sick				40.00	\$810.81
Memo Information			\$40.80		\$310.33
401(k) Match			\$40.80		\$310.33
Pre-Tax Deductions			\$102.29		\$848.29
401(K)			\$81.59		\$620.59
Den Ins			\$7.54		\$82.94
Vis Ins			\$0.78		\$8.58
FSA Medical			\$12.38		\$136.18
Taxes			\$293.20		\$3,275.97
Fed W/H			\$115.13		\$1,302.21
FICA EE			\$99.89		\$1,100.06
Fed MWT EE			\$23.36		\$257.27
CA W/H			\$35.49		\$403.52
CA DT EE			\$19.33		\$212.91
Post-Tax Deductions			\$18.33		\$201.63
Vol Acc Ins			\$4.52		\$49.72
Vol Cri Ill Ins			\$4.85		\$53.35
Vol Hos Ins			\$5.01		\$55.11
Vol ST Dis Ins			\$2.39		\$26.29
Vol LT Dis Ins			\$1.56		\$17.16
	Routing #	Account #	Amount		Amount
Net Pay			\$1,217.92		\$13,644.65
Direct Deposit			\$1,217.92		

Accruals & Balances

PTO Balance: 46.60 Hours
Paid Sick Leave Balance: 0.00 Hours



EXHIBIT NO. 3

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

November 14, 2025

CA3828

VIA CERTIFIED MAIL

Wismettac Asian Foods, Inc.
13409 Orden Drive
Santa Fe Springs, CA 90670
Certified Mail #9589 0710 5270 2856 2151 92

Re: **Employee Rhys Baker – Request for Employment Records**

Dear Human Resource Director:

Please be advised we have been retained by Rhys Baker to investigate employment law violations. Mr. Baker worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Baker during his tenure of employment with you. Additionally, we would like a copy of Mr. Baker's complete employment file, including all documents and arbitration agreements signed by Mr. Baker and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Rhys Baker in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Rhys Baker ("Client"), do hereby authorize Wismettac Asian Foods ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug, Bhowmik & De Blouw LLP located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

Rhys Baker

Rhys Baker (Nov 10, 2025 16:26:02 PST)

Client

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**March 18, 2026
CA3828**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Wismettac Asian Foods, Inc.
Certified Mail #9589071052702615254677
REGISTERED AGENT SOLUTIONS, INC.
ADAM SALDANA
555 CAPITOL MALL, SUITE 1150
SACRAMENTO, CA 95814**

Amended Notice for LWDA Case No. LWDA-CM-1158476-26

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Rhys Baker (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Wismettac Asian Foods, Inc. (“Defendant”).

Plaintiff originally sent a PAGA Notice on February 19, 2026, which gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, et. seq.

This Amended Notice is being sent out of abundance of caution as Defendant failed to correctly list the correct address for their Agent for service of process on the California Secretary of State website.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Wismettac Asian Foods, Inc. in California, including any employees staffed with Wismettac Asian Foods, Inc. by a third party, and classified as non-exempt employees during the time period of February 19, 2025 until a date as determined by the Court (“PAGA Period”).

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from February of 2025 to November 3, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a distribution associate working at 13409 Orden Dr, Santa Fe Springs, CA 90670. Plaintiff's main job duties involved processing shipments that came into Defendant's warehouse. Plaintiff would go into the warehouse, gather paperwork from DEFENDANT's customers who were dropping off the shipments, scan each document of paperwork, then go back to his computer at his desk to upload those scans to the warehouse management system. Plaintiff ensured the inventory of each order met the requirements for that order in the system. Once he did so, he would sign off on the order. If the inventory did not match, he would check with the warehouse team to see if there was a mistake in counting or contact the seller. Plaintiff also received paperwork for outgoing shipments from his location and would verify what was being sent out matched his records. If any discrepancies came up, he would go back to the warehouse and the shipper if there was a mistake or contact the buyer of the inventory if there was a mistake on their end. Plaintiff did all the paperwork for the litany of shipments that came into the warehouse. Due to the time consuming nature of Plaintiff's job duties, Plaintiff was subjected to numerous violations during his employment with Defendant.

First, Plaintiff during the PAGA period was unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. As discussed, Plaintiff processed the paperwork for all incoming and outgoing shipments at Defendant's warehouse. Due to the large quantity of shipments that had to be processed on a daily basis, Plaintiff would from time to time work through meal breaks and rest breaks or end them early to continue processing orders. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant failed to pay the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from October 6, 2025 to October 19, 2025 showing no meal or rest break premiums paid year to date in 2025.

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Phone: (858) 551-1223

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Further, as a result of Plaintiff's job duties, there were also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. While clocked out for a meal break, there were instances during the PAGA Period where Plaintiff would continue processing shipments to ensure the incoming and outgoing shipments were correct and processed in a timely manner according to Defendant's specifications. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned. Defendant also violated 226(a)(2) as Defendant paid Plaintiff "Bereavement" and "PTO" payments but improperly included those hours in Plaintiff's total hours worked during the pay period. Defendant knowingly and intentionally failed to include the correct amount of all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a). Attached as **Exhibit #2** is the true and correct copy of Plaintiff's wage statement for the pay period from July 14, 2025 to July 27, 2025 showing the improper inclusion of the "Bereavement" and "PTO" payments in Plaintiff's total hours worked during the pay period.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days

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of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 14, 2025. Defendant sent Plaintiff's file on December 16, 2025. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #3**.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees. If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



Employee Name:
Employee #:
Employee Address:

Rhys Baker



Pay Date:
Pay Period:
Deposit Advice #:
Pay Frequency:
Pay Rate:
Federal Filing Status:
Federal 2c/Extra
Withholding:
State Filing Status:
State Exemptions:

10/24/2025
10/6/2025 - 10/19/2025
146100558
Bi-Weekly
20.2700

Department:
Job Title:

PD4500
Distribution Associate 1, IRD

Employer Name: Wismettac Asian Foods, Inc.
Employer Phone: 2134076216
Employer Address: 13409 Orden Drive
Santa Fe Springs, CA 90670

	Current 10/6/2025 - 10/19/2025			YTD As of 10/19/2025	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	83.97		\$1,743.73	1,376.03	\$28,024.13
Regular	71.85	20.2700	\$1,456.40	1,214.01	\$24,608.12
Overtime	4.12	30.4050	\$125.17	13.02	\$395.76
Holiday				24.00	\$486.48
Bereavement				24.00	\$486.48
PTO	8.00	20.2700	\$162.16	61.00	\$1,236.48
Sick				40.00	\$810.81
Memo Information			\$43.60		\$561.70
401(k) Match			\$43.60		\$561.70
Pre-Tax Deductions			\$107.89		\$1,475.18
401(K)			\$87.19		\$1,123.28
Den Ins			\$7.54		\$128.18
Vis Ins			\$0.78		\$13.26
FSA Medical			\$12.38		\$210.46
Taxes			\$320.57		\$5,099.45
Fed W/H			\$127.90		\$2,023.00
FICA EE			\$106.83		\$1,715.68
Fed MWT EE			\$24.99		\$401.25
CA W/H			\$40.17		\$627.46
CA DT EE			\$20.68		\$332.06
Post-Tax Deductions			\$18.33		\$311.61
Vol Acc Ins			\$4.52		\$76.84
Vol Cri Ill Ins			\$4.85		\$82.45
Vol Hos Ins			\$5.01		\$85.17
Vol ST Dis Ins			\$2.39		\$40.63
Vol LT Dis Ins			\$1.56		\$26.52
	Routing #	Account #	Amount		Amount
Net Pay			\$1,296.94		\$21,137.89
Direct Deposit			\$1,296.94		

Accruals & Balances

PTO Balance: 38.45 Hours
Paid Sick Leave Balance: 0.00 Hours



EXHIBIT NO. 2



Employee Name:
Employee #:
Employee Address:

Rhys Baker



Pay Date:
Pay Period:
Deposit Advice #:
Pay Frequency:
Pay Rate:
Federal Filing Status:
Federal 2c/Extra
Withholding:
State Filing Status:
State Exemptions:

8/1/2025
7/14/2025 - 7/27/2025
989464766
Bi-Weekly
20.2700

Department:
Job Title:

PD4500
Distribution Associate 1, IRD

Employer Name: Wismettac Asian Foods, Inc.
Employer Phone: 2134076216
Employer Address: 13409 Orden Drive
Santa Fe Springs, CA 90670

	Current 7/14/2025 - 7/27/2025			YTD As of 7/27/2025	
	Hours/Units	Rate	Amount	Hours/Units	Amount
Earnings	80.38		\$1,631.74	884.93	\$17,970.54
Regular	60.15	20.2700	\$1,219.24	791.93	\$16,052.48
Overtime	0.23	30.4050	\$7.10	3.25	\$98.81
Holiday				16.00	\$324.32
Bereavement	16.00	20.2700	\$324.32	16.00	\$324.32
PTO	4.00	20.2700	\$81.08	17.75	\$359.80
Sick				40.00	\$810.81
Memo Information			\$40.80		\$310.33
401(k) Match			\$40.80		\$310.33
Pre-Tax Deductions			\$102.29		\$848.29
401(K)			\$81.59		\$620.59
Den Ins			\$7.54		\$82.94
Vis Ins			\$0.78		\$8.58
FSA Medical			\$12.38		\$136.18
Taxes			\$293.20		\$3,275.97
Fed W/H			\$115.13		\$1,302.21
FICA EE			\$99.89		\$1,100.06
Fed MWT EE			\$23.36		\$257.27
CA W/H			\$35.49		\$403.52
CA DT EE			\$19.33		\$212.91
Post-Tax Deductions			\$18.33		\$201.63
Vol Acc Ins			\$4.52		\$49.72
Vol Cri Ill Ins			\$4.85		\$53.35
Vol Hos Ins			\$5.01		\$55.11
Vol ST Dis Ins			\$2.39		\$26.29
Vol LT Dis Ins			\$1.56		\$17.16
	Routing #	Account #	Amount		Amount
Net Pay			\$1,217.92		\$13,644.65
Direct Deposit			\$1,217.92		

Accruals & Balances

PTO Balance: 46.60 Hours
Paid Sick Leave Balance: 0.00 Hours



EXHIBIT NO. 3

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

November 14, 2025

CA3828

VIA CERTIFIED MAIL

Wismettac Asian Foods, Inc.
13409 Orden Drive
Santa Fe Springs, CA 90670
Certified Mail #9589 0710 5270 2856 2151 92

Re: Employee Rhys Baker – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Rhys Baker to investigate employment law violations. Mr. Baker worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Baker during his tenure of employment with you. Additionally, we would like a copy of Mr. Baker's complete employment file, including all documents and arbitration agreements signed by Mr. Baker and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Rhys Baker in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Rhys Baker ("Client"), do hereby authorize Wismettac Asian Foods ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug, Bhowmik & De Blouw LLP located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,

Rhys Baker

Rhys Baker (Nov 10, 2025 16:26:02 PST)

Client