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Attorneys for Plaintiff,
JUAN RODRIGO CABALLERO on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JUAN RODRIGO CABALLERO, an
individual, on behalf of himself, all aggrieved
employees, and the State of California as a
Private Attorneys General,

Plaintiff,

vs.

WALGREEN, CO., an Illinois corporation, and
DOES 1-50, inclusive,

Defendant.

Case No.: **25STCV12912**

REPRESENTATIVE ACTION

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

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

4
5 **NATURE OF THE ACTION**

6 1. Plaintiff JUAN RODRIGO CABALLERO worked as an employee for Defendant
7 WALGREEN, CO.; and Does 1-50 (collectively “Defendant”).

8 2. Defendant WALGREEN, CO. “is a retail pharmacy and healthcare company which sells
9 medicine, health and beauty products, offers pharmacy services, and digital services” in California.
10 Plaintiff JUAN RODRIGO CABALLERO worked for Defendant as a customer sales associate in
11 Los Angeles, CA, for over four years, until his separation from employment March 2024. Plaintiff
12 brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor
13 Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt employees
14 of Defendant within one year of serving notice on the LWDA to the present are aggrieved
15 employees.

16 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
17 willful and intentional employment practices and policies. Plaintiff brings this representative
18 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
19 California, based upon the claims articulated below. Plaintiff provided notice of his claims
20 pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
21 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
22 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
23 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
24 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

25 4. Defendant has had a consistent policy and/or practice of: (1) failing to permit complaint
26 meal periods; (2) failing to provide rest breaks; (3) failing to pay wages due upon termination; (4)
27 failing to provide suitable seating; (5) failing to reimburse for required business expenses; and (6)
28 failing to provide accurate itemized wage statements. Defendant is therefore liable for civil

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

3 **THE PARTIES**

4 5. Plaintiff JUAN RODRIGO CABALLERO is a resident of the State of California and
5 worked for Defendant until March 2024.

6 6. Defendant WALGREEN, CO., is an Illinois corporation authorized to do business and
7 doing business in California with the capacity to sue and to be sued, and doing business, in the
8 county of Los Angeles of California.

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

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

21 **JURISDICTION AND VENUE**

22 9. Venue is proper in this judicial district because each Defendant conducts business in this
23 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
24 in this case that arose in this county.

25 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
26 the Superior Court and will be established according to proof at trial. Based on information,
27 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
28

1 monetary damages, penalties and attorney's fees is more than thirty-five thousand dollars
2 (\$35,000).

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

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

11 13. This representative action represents over one hundred current and former aggrieved
12 employees.

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

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

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

21 **Failure to Permit Compliant Meal Periods**

22 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *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. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
26 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
27 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
28 employ an employee for a work period of more than five hours per day without providing the

1 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
2 employer shall require an employee to work during any meal... period mandated by an applicable
3 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
4 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
5 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
6 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

7 19. Plaintiff and aggrieved employees often took late and noncompliant meal periods. Full,
8 uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (1) did
9 not account for all hours worked that were unaccounted for on their timecard; (2) did not
10 adequately inform and train employees about their rights to meal periods and premium payments
11 for non-compliant meal periods; (3) did not adequately inform and train employees about when,
12 where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant
13 did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods;
14 and/or (5) because management at various levels, affecting all hourly, non-exempt employees,
15 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
16 Defendant unlawfully shaved and/or rounded timeclock entries for employees. Plaintiff and
17 aggrieved employees were not paid a premium payment, paid as an hour's wage when meal periods
18 were not given to them in compliance with California law.

19 **Failure to Rest Breaks**

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

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

23 21. Defendant has failed to maintain a compliant rest period policy and practice that
24 provides its employees with off-duty rest periods as required by California law. Claimant reports
25 that employees missed rest periods as a result of Employer's staffing and business practices.

26 22. Rest periods were often either less than ten minutes, not provided, interrupted or late,
27 "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as
28 prescribed by California law because Defendant: (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 Defendant 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.

23. Defendant 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 Order 4-2001 11(A). When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 et. seq.

Failure to Pay Wages Due Upon Termination

(Cal. Labor Code §§ 201, 202, 203, 256 and 2698)

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

25. 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, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant 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. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 et. seq.

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30. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Plaintiff and aggrieved employees are required to use their personal cell phones for work related communications, although Defendant did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. For example, Plaintiff was required to use his personal cell phone to call 911 when confronted with unsafe conditions in the store resulting from Defendant's lack of security measures.

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

(Cal. Labor Code §§6226, 1174, 1174.5, 2699 *et seq.*)

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

32. Defendant knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and aggrieved employees, and the records maintained by Defendant, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period penalty wages. Wage statements further fail to state the true name and address of the legal entity that is the employer.

33. §226 (a) requires:

a. 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

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
2 of the period for which the employee is paid, (7) the name of the employee and
3 only the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name and
5 address of the legal entity that is the employer and, if the employer is a farm
6 labor contractor, as defined in subdivision (b) of Section 1682, the name and
7 address of the legal entity that secured the services of the employer, and (9) all
8 applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee...

10 34. Such failures caused injury to Plaintiff and others, by, among other things, impeding
11 them from knowing the total hours worked and the amount of wages to which they are and were
12 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
13 earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant
14 to Labor Code § 2698 et seq.

15 35. Finally, Defendant has violated Labor Code §432.5 by forcing Plaintiff and aggrieved
16 employees to sign employment-related contracts and documents that contained unlawful terms of
17 employment.

18 **FIRST CAUSE OF ACTION**

19 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

20 **(California Labor Code §2698 et seq.)**

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

23 37. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
24 during the applicable statutory period and suffered one or more of the Labor Code violations set
25 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
26 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
27 attorneys’ fees and costs.
28

1 38. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

4 39. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
5 Code provisions:

- 6 a. Failure to Provide Complaint Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
7 558, 1198, 2699 *et seq.*)
- 8 b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
9 2698 *et seq.*)
- 10 c. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§ 201, 202, 203,
11 256 and 2698)
- 12 d. Failure to Provide Suitable Seating (Lab. Code section 1198 and Wage Orders);
- 13 e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198,
14 2802 and 2699 *et seq.*)
- 15 f. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
16 1174, 1174.5, 2699 *et seq.*).

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

21 41. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
22 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
23 for each underpaid employee for each pay period for which the employee was underpaid, and one
24 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
25 for which the employee was underpaid.

26 42. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
27 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
28

period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

43. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

44. At the time of each violation, Defendant employed one or more employees.

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

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

PRAYER FOR RELIEF

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

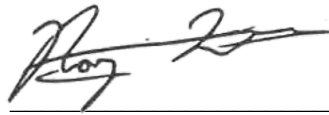
1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;

///

- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: April 30, 2025

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff JUAN RODRIGO
CABALLERO, and all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

February 18, 2025

Via E-filing:

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

Via Certified U.S. Mail:

Walgreen Co.
108 Wilmot Road
Deerfield, IL 60015

Walgreen Co.
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Juan Rodrigo Caballero
Employer: Walgreen Co.

Dear Sir or Madam:

Juan Rodrigo Caballero (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Walgreen Co. (hereafter “Employer”).

Employer operates a drugstore chain. Claimant worked for Employer from September 2019 to March 2024 as a customer sales associate at 2222 Colorado Blvd, Los Angeles, California. Claimant worked as an hourly, nonexempt employee earning approximately \$16.90 at the time of separation.

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

During Claimant's employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Permit Compliant Meal Periods

(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."

Claimant and aggrieved employees often took late and noncompliant meal periods. 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. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. 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).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (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 Employer 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.

Failure to Provide Rest Breaks

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

Employer 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 employees missed rest periods as a result of Employer's staffing and business practices.

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 Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 et seq.)

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

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. 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, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure To Provide Suitable Seating
(Lab. Code section 1198 and Wage Orders)

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

The Wage Orders provide that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Claimant and aggrieved employees were not provided with suitable seating when performing work that could be done while seated, including cashier work and other duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating, nor was seating provided within a 3-4 minute walk from work areas for necessary breaks. Accordingly, Claimant will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Reimburse for Required Business Expenses
(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employer did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. For example, Claimant was required to use his personal cell phone to call 911 when confronted with unsafe conditions in the store resulting from Employer’s lack of security measures.

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).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, 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

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant