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9 Attorneys for Plaintiff,
10 GERALDO GARRIDO on behalf of
himself, all aggrieved employees, and the State
11 of California as a Private Attorneys General

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF LOS ANGELES**

14
15 GERALDO GARRIDO, an individual, on
behalf of himself, all aggrieved employees, and
16 the State of California as a Private Attorneys
General,

17 Plaintiffs,

18
19 vs.

20 TRI-STAR DYEING & FINISHING, INC., a
21 California corporation, and DOES 1-50,
22 inclusive,

23 Defendants.
24

Case No.:

20STCV25548

REPRESENTATIVE ACTION

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

25 Plaintiff GERALDO GARRIDO brings this PAGA representative action complaint on
26 behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys
27 General, and alleges as follows:
28

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 06 2020

Sherri R. Carter, Executive Officer/Clerk of Court
By: Isaac Lovo, Deputy

BY FAX

NATURE OF THE ACTION

1. Plaintiff GERALDO GARRIDO worked as a supervisor in the Dye Department for defendant TRI-STAR DYEING & FINISHING, INC., and Does 1-50 (collectively “Defendants”). Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

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

3. Defendants have had a consistent policy and/or practice of: (1) failing to provide third rest breaks; (2) failing to provide second meal breaks; (3) failing to timely pay all wages owed; and (4) failing to provide accurate wage statements and maintain accurate payroll records. Defendants are therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

THE PARTIES

7. Plaintiff GERALDO GARRIDO is a resident of the State of California and was employed as an hourly, nonexempt employee of Defendants from 2003 through December of 2019.

8. Defendant TRI-STAR DYEING & FINISHING, INC., is a California corporation doing business in California with the capacity to sue and to be sued, and doing business in the county of Los Angeles, State of California.

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

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

JURISDICTION AND VENUE

11. Venue is proper in this judicial district because Defendants conduct business in this county and each defendant has legal obligations to Plaintiff and many of the aggrieved employees in this case that arose in this county.

12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

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

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 14. During the relevant time-period, Defendants committed various violations of the
3 California Labor Code as alleged below in more detail. Defendants enforce multiple policies that
4 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

5 15. Defendant TRI-STAR DYEING & FINISHING, INC., is a Southern California
6 dyeing and finishing business. This representative action represents dozens of current and former
7 aggrieved employees.

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

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

14 18. Defendants, and each of them, have committed the following violations of the
15 California Labor Code:

16 **Failure to Provide Third Rest Breaks**

17 (Cal. Labor Code §§226, 226.7, 512, 2698 *et seq.*)

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

20 20. Although Plaintiff and aggrieved employees frequently worked 12 hours shifts,
21 Defendants failed to provide them with a third rest period as required under California law.
22 Plaintiff explains that he never received a third rest break. Defendants are required to authorize
23 or permit all of its hourly employees to take at least a ten-minute rest period in which they were
24 relieved of all duties, for every four hours of worked, or major fraction thereof, as required by
25 Cal. Lab. Code §§226.7, 512 and Wage Order 6-2001 12(A).

26 21. Defendants failed to pay Plaintiff and similarly situated employees all premium
27 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest
28 periods) mandated by Labor Code §226.7(b) for these missed rest periods. As a derivative claim,

1 Plaintiffs also allege that their pay statements were inaccurate, failing to include required rest
2 period penalties, thus failing the requirements of Labor Code §226(a). As a result of these
3 violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code §§558 and 2698
4 *et seq.*

5 **Failure to Provide Second Meal Breaks**

6 (Cal. Labor Code §§226, 226.7, 512, 558, and 2699 *et seq.*)

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

9 23. Defendants failed to maintain a complaint meal period policy and practice during
10 Plaintiff's employment. Defendants failed to provide all of its hourly employees with their right
11 to take an off-duty unpaid 30-minute second meal period. Labor Code §512 and Wage Order 6-
12 2001 11(B) provide that an employer may not employ an employee for a work period of more
13 than ten (10) hours per day without providing the employee with a second meal period of not less
14 than 30 minutes. Labor Code §226.7(a) provides, "[n]o employer shall require an employee to
15 work during any meal . . . period mandated by an applicable order of the Industrial Welfare
16 Commission." Paragraph 11(C) of the Wage Order provides, in pertinent part, "[u]nless an
17 employee is relieved of all duty during a 30 minute meal period, the meal period shall be
18 considered an 'on duty' meal period and counted as time worked."

19 24. Defendants had a policy and practice of providing only one meal break per 12-hour
20 shift. Plaintiff and aggrieved employees never received second meal breaks, although the second
21 portion of their shift following their first meal period was frequently over seven (7) hours long.

22 25. Defendants failed to permit Plaintiff and others to take timely, off-duty, meal breaks
23 of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
24 §§226.7 and 512. As a derivative claim, Plaintiff alleges that pay statements were inaccurate,
25 failing to include required meal period penalties, thus failing the requirements of Labor Code
26 §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to Cal.
27 Labor Code §2698 *et seq.*

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

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

27. Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states, in pertinent part, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202. Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.

28. Defendants knowingly and willfully failed to pay Plaintiff and aggrieved employees all meal and rest break penalty pay due and owing upon separation of employment. Further, by furnishing Plaintiff and other separate aggrieved employees with a final check that failed to include all earned and owed pay, Defendants violated Labor Code §§201 and/or 202, and 226. Moreover, because Defendants violated §§201, 202 and 203, Defendants are liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

29. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay Plaintiff and aggrieved employees all amounts due and owing twice during each calendar month pursuant to Labor Code §204(a). Defendants failed to pay all meal and rest break penalty pay earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Defendants were underpaid, and this underpayment resulted in a failure to pay all wages owed twice per month.

1 **Civil Penalties for Failure to Furnish and Maintain Accurate Payroll Records**

2 (Cal. Labor Code §§226, 226.3, 1174, 2698 *et seq.*)

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

5 31. California Labor Code § 226(a) provides that “[e]very employer shall, semimonthly
6 or at the time of each payment of wages, furnish each of his or her employees...an accurate
7 itemized statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the
8 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
9 piece-rate basis, (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for
10 which the employee is paid, (7) the name of the employee and his or her social security
11 number..., (8) the name and address of the legal entity that is the employer, and (9) all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at
13 each hourly rate by the employee.”

14 32. Labor Code §1174 provides that “[e]very employer employing labor in this state shall
15 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages
16 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
17 which employees are employed, payroll records showing the hours worked daily by and the
18 wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,
19 employees employed at the respective plants or establishments. These records shall be kept in
20 accordance with rules established for this purpose by the commission, but in any case, shall be
21 kept on file for not less than two years.”

22 33. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
23 wage statements to Plaintiff and the aggrieved employees and maintain accurate records, in
24 accordance with Labor Code §§226 and 1174.

25 34. As depicted in the sample wage statement that follows, Defendants failed to state “the
26 name and address of the legal entity that is the employer” in violation of §226(a)(8). Plaintiff
27 explains that this is the only document he received from his employer each pay period, and
28 Defendants’ name and legal address are notably missing. The wage statements also fail to state

the “applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” in violation of §226(a)(9). Further, the number of hours associated with “half-time” pay is not listed.

35. The wage statements also contain derivative violations, as they fail to reflect meal and rest break penalty pay due and owing to employees. Such failures caused injury to Plaintiff and others by, among other things, impeding them from knowing the total hours worked and the amount of penalty wages to which they are and were entitled. Because the wage statements did not list any employer information, employees could not be assured of who to contact if they have questions, or who to complain about should they have an employment related claim.

Gerardo Garrido

INVO PEO INC III - MAIN (011775)

SSN#
EMP# A35971

Period Start Date 11-01-2019 Check Date 11-21-2019 Federal Filing Status
Period End Date 11-14-2019 Check Number 0000840670 State Filing Status

Earnings - Current					Deductions / Taxes		
Date	Pay Description	Pay Rate	Hrs/Units	Pay Amount	Description	Amount	YTD
11-14-2019	HALF TIME	7.5000	0.00	354.53	MEDICAL	79.51	874.61
11-14-2019	REGULAR PAY	15.0000	80.00	1200.00	FEDERAL TAX	134.55	1579.33
11-14-2019	OVERTIME	15.0000	47.27	709.05	MEDICARE	31.57	374.53
11-14-2019	DOUBLETIME	30.0000	0.00	0.00	SOC SECURITY	135.41	1601.65
					CA INCOME TAX	24.72	314.92
					CA DISABILITY	21.54	256.34
TOTAL				127.27	2,263.58		

Earnings - Year To Date		Net Pay Distribution	
Description	YTD	Type	Amount
HALF TIME	4312.09	CHECK	\$1,835.88
REGULAR PAY	13080.00		
OVERTIME	8624.10	DIRECT DEPOSIT	\$0.00
DOUBLETIME	691.50		
TOTAL NET PAY			\$1,835.88
TOTAL NET PAY YTD			\$21,705.20
TOTAL			\$26,707.69

Paid Time Off		Direct Deposit Detail		Employer Contributions	
Description	Balance	Account	Type	Amount	YTD
CASICK	24.00				
				Amount	Description
				79.51	CLIENT MEDICAL
				79.51	874.61
				0.00	TOTAL
				79.51	874.61

36. Labor Code § 226.3 provides, “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee
2 a wage deduction statement or fails to keep the records required in subdivision (a) of Section
3 226. The civil penalties provided for in this section are in addition to any other penalty provided
4 by law.”

5 37. Defendants are liable for civil penalties under §226.3 for violation of §226(a).

6 38. Plaintiff alleges on information and belief that Defendants knowingly and
7 intentionally failed to furnish aggrieved employees with accurate itemized statements for each
8 pay period that they worked and failed to maintain accurate payroll records of the aggrieved
9 employees as mandated by Labor Code §226.

10 39. Defendants failed to timely furnish final wages upon separation as required under
11 Labor Code §§201 and 202 and failed to pay resulting waiting time penalties when final wages
12 were ultimately paid. As a result, Defendants issued inaccurate final wage statements to
13 aggrieved employees. Defendants are liable for penalties as permitted under Labor Code §226
14 for each violation against Plaintiff and other aggrieved employees.

15 40. Through this representative action, Plaintiff will advance the interests of hundreds of
16 current and former employees, such that joinder is impracticable. These current and former
17 employees can be readily be identified through a review of Defendants’ payroll records and the
18 records of the company that handles payroll for Defendants.

19 41. Plaintiff seeks to recover the PAGA civil penalties through a representative action
20 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
21 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

22 **FIRST CAUSE OF ACTION**

23 **Against All Defendants for Violation of the Private Attorneys General Act (“PAGA”)**

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

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

27 43. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by
28 Defendants during the applicable statutory period and suffered one or more of the Labor Code

1 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all
2 other current and former aggrieved employees of Defendants, the civil penalties provided by
3 PAGA, plus reasonable attorneys' fees and costs.

4 44. Plaintiff seeks to recover the PAGA civil penalties through a representative action
5 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
6 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

7 45. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
8 Code provisions:

- 9 a. Failure to Provide Third Rest Breaks (Cal. Lab. Code §§226, 226.7, 512, 2698 *et*
10 *seq.*);
- 11 b. Failure to Provide Second Meal Breaks (Cal. Lab. Code §§226, 226.7, 512, 558,
12 2699 *et seq.*);
- 13 c. Failure to Timely Pay All Wages Owed (Cal. Lab. Code §§201, 202, 203, 256,
14 2698 *et seq.*);
- 15 d. Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate
16 Records (Cal. Lab. Code §§226, 226.3, 1174, 2699 *et seq.*).

17 46. 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 47. 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
23 violations for each underpaid employee for each pay period for which the employee was
24 underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid
25 employee for each pay period for which the employee was underpaid.

26 48. 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

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

3 49. Plaintiff and the other current and former employees of Defendants are aggrieved
4 employees. They were or are employed by Defendants, and each of them, and the violations
5 alleged herein were committed against them. Plaintiff brings this action on behalf of himself and
6 all other current and former aggrieved employees.

7 50. At the time of each violation, Defendants employed one or more employees.

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

11 52. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendants,
14 Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code
15 provisions that Defendants have violated. The LWDA did not respond to Plaintiff's Notice
16 within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies.
17 Pursuant to Labor Code §2699.3, Plaintiff may now pursue his PAGA claims in this action on
18 behalf of aggrieved employees and the State of California.

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1 **PRAYER FOR RELIEF**

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

- 4 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
5 determined at trial, but at least the jurisdictional amount of this Court;
- 6 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code
7 §2699(g) and/or other applicable law;
- 8 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
9 law;
- 10 4. Pre-judgement and post-judgement interest as provided by law; and
- 11 5. Such other and further relief that the Court may deem just and proper.

12 DATED: July 2, 2020

KOUL LAW FIRM
LAW OFFICES OF SAHAG MAJARIAN II

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17 BY: Nazo Koulloukian, Esq.
18 Attorneys for Plaintiff GERALDO GARRIDO, and
19 all aggrieved employees
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EXHIBIT 1



www.koullaw.com

Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

April 28, 2020

Via E-filing:

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

Via Certified U.S. Mail:

Tri-Star Dyeing & Finishing, Inc.
15125 Marquardt Ave
Santa Fe Springs, CA 90670

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Gerardo Garrido
Employer: Tri-Star Dyeing & Finishing, Inc.

Dear Sir or Madam:

Geraldo Garrido has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, and Sahag Majarian of Law Offices of Sahag Majarian II, to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Tri-Star Dyeing & Finishing, Inc. (hereafter “Employer”), a Southern California dyeing and finishing business.

Employer requires employees to work under conditions that violate California wage and hour laws, including underpaying low-wage earners. This PAGA representative action would represent numerous current and former employees. Claimant worked for Employer for 13 years, until December of 2019, most recently as a Supervisor in the Dye Department, earning approximately \$16/hour.

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

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

Failure to Provide Third Rest Breaks

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

Claimant and aggrieved employees frequently worked 12 hour shifts but were never provided with a **third** rest period as required under California law. Claimant explains that he never received a third rest break. Employer is required to 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 6-2001 12(A).

Employer failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, Claimants also allege that their pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Second Meal Breaks

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

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute **second** meal period. Labor Code §512 and Wage Order 6-2001 11(B) provide that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second 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(C) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Employer had a policy and practice of providing only one meal break per 12-hour shift. Claimant and aggrieved employees never received second meal breaks, although the second portion of their shift following their first meal period was frequently over 7 hours long.

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. As a derivative claim, claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Timely Pay All Wages Owed

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

Failure to Pay Wages Due Upon Termination

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Labor Code section 256, in pertinent part, provides that a civil penalty shall be imposed in an amount not exceeding 30-days pay as waiting time under the terms of Section 203.

Employer willfully failed to pay Claimant and aggrieved employees all meal and rest break penalty pay due and owing upon separation of employment. Further, by furnishing Claimant and other separated aggrieved employees with a final check that failed to include all earned and owed pay, Employer violated Labor Code sections 201 and/or 202, and 226.

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and employee all amounts due and owing twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all meal and rest break penalty pay earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid and this underpayment resulted in a failure to pay all wages owed twice per month.

Failure to Provide Accurate Itemized Wage Statements

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

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees, and maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

As depicted in the sample wage statement that follows, Employer fails to state “the name and address of the legal entity that is the employer” in violation of 226(a)(8). Claimant explains that this is the only document he received from his employer each pay period, and Employer’s name and legal address are notably missing.

The wage statements also fail to state the “applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” in violation of 226(a)(9). The number of hours associated with “half-time” pay is not listed.

Wage statements also contain derivative violations, as they fail to reflect meal and rest break penalty pay due and owing to employees. Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of penalty wages to which they are and were entitled. Because the wage statements did not list any employer information, employees could not be assured to who to contact if they have questions, or who to complain about should they have an employment related claim.

Claimant will seek penalties as permitted under Labor Code §226 for himself and other aggrieved employees for each violation. Further, claimant will seek recovery of civil penalties under Labor Code §226.3, and PAGA, Labor Code §2698, *et seq.*, on behalf of the LWDA against the Employers if authorized to file a representative action on behalf of the State of California for Employers’ paystub violations.

[INTENTIONALLY BLANK]

Gerardo Garrido

INVO PEO INC III - MAIN (011775)

SSN#

EMP# A35971

Period Start Date 11-01-2019

Period End Date 11-14-2019

Check Date

Check Number

11-21-2019

0000840670

Federal Filing Status

State Filing Status

Earnings - Current

Date	Pay Description	Pay Rate	Hrs/Units	Pay Amount
11-14-2019	HALF TIME	7.5000	0.00	354.53
11-14-2019	REGULAR PAY	15.0000	80.00	1200.00
11-14-2019	OVERTIME	15.0000	47.27	709.05
11-14-2019	DOUBLETIME	30.0000	0.00	0.00

Deductions / Taxes

Description	Amount	YTD
MEDICAL	79.51	874.61
FEDERAL TAX	134.55	1578.33
MEDICARE	31.57	374.55
SOC SECURITY	135.41	1601.65
CA INCOME TAX	24.72	314.38
CA DISABILITY	21.84	259.34

127.27 2,263.58

TOTAL

Earnings - Year To Date

Description	YTD
HALF TIME	4312.09
REGULAR PAY	13080.00
OVERTIME	8624.10
DOUBLETIME	691.50

Net Pay Distribution

Type	Amount
CHECK	\$1,835.88
DIRECT DEPOSIT	\$0.00
TOTAL NET PAY	\$1,835.88
TOTAL NET PAY YTD	\$21,705.20

TOTAL

\$26,707.69

Paid Time Off

Description	Balance
SICK	24.00

Direct Deposit Detail

Amount	Description	Amount	YTD
	CLIENT MEDICAL	79.51	874.61
\$0.00	TOTAL	79.51	874.61

Employer Contributions

Conclusion

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

Sincerely,

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

Nazo Koulloukian, Esq.

Sahag Majarian, II, Esq.

Attorney for Claimant

Cc:

Sahag Majarian, Esq.

Law Offices of Sahag Majarian II

18250 Ventura Blvd.

Tarzana, CA 91356