

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Sahag Majarian, II, Esq. SBN 146621
Sahagii@aol.com
LAW OFFICES OF SAHAG MAJARIAN II
18250 Ventura Blvd.
Tarzana, CA 91356
Telephone: (818) 609-0807
Facsimile: (818) 609-0892

Attorneys for Plaintiff,
RICHARD GALINDO on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

FILED
Superior Court of California
County of Riverside
8/12/2020
V. Lupercio
Electronically Filed

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

RICHARD GALINDO, an individual, on
behalf of himself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

Plaintiffs,

vs.

20/20 PLUMBING & HEATING, INC., and
DOES 1-50, inclusive,

Defendants.

Case No.: **RIC2003114**

REPRESENTATIVE ACTION

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

Plaintiff RICHARD GALINDO brings this PAGA representative action complaint on
behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1
2 1. Plaintiff RICHARD GALINDO worked as a plumber for defendant 20/20
3 PLUMBING & HEATING, INC., and Does 1-50 (collectively “Defendants”). Plaintiff brings
4 this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code
5 §2698 *et seq.*, on a representative basis. All current and former hourly, non-exempt employees of
6 Defendant in California within one year of serving notice on the LWDA to the present are
7 aggrieved employees.

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

17 3. Defendants have had a consistent policy and/or practice of: (1) failing to provide rest
18 breaks; (2) failing to pay for all hours worked, including overtime hours worked (3) failing to
19 timely pay all wages owed; (4) failing to provide accurate wage statements and maintain accurate
20 payroll records; and (5) failing to reimburse for required business expenses. Defendants are
21 therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney
22 General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

THE PARTIES

24 7. Plaintiff RICHARD GALINDO is a resident of the State of California and was
25 employed as an hourly, nonexempt employee of Defendants until November 18, 2019.

26 8. Defendant 20/20 PLUMBING & HEATING, INC., is a corporation doing business in
27 California with the capacity to sue and to be sued, and doing business in the county of Riverside,
28 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.

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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 20/20 PLUMBING & HEATING, INC., is a contractor that specializes in
6 plumbing and heating installation in new construction projects throughout California and
7 Nevada. This representative action represents dozens of current and former aggrieved
8 employees.

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

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

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

17 **Failure to Provide Rest Breaks**

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

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

21 20. Defendants have failed to maintain a compliant rest period policy and practice that
22 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
23 that he and his coworkers never received breaks. The only break in the day was a 40 to 45-
24 minute unpaid meal period. Employees did not clock out for meal periods. Rather, the time spent
25 during the meal period was manually written in and deducted from wages. Plaintiff was not
26 provided with any rest periods during the time of his employment. Defendants did not authorize
27 or permit all of its hourly employees to take at least a ten minute rest period in which they were
28

1 relived of all duties, for every four hours of work, or major fraction thereof, as required by Cal.
2 Lab. Code §§226.7, 512 and Wage Order 16-2001 11(A).

3 21. According to Plaintiff, he never received rest breaks, and this experience is consistent
4 with that of other aggrieved employees. When breaks were missed, Defendants failed to pay the
5 one-hour penalty, as required by Labor Code §226.7(b) for these missed rest periods. Moreover,
6 although Wage Order 16 permits late or skipped breaks, “in limited circumstances when the
7 disruption of continuous operations would jeopardize the product or process of the work,” even
8 in those instances, the missed rest period must be made up in that same day or the employer must
9 compensate the employee for the missed ten (10) minutes of rest time at his regular rate of pay.
10 Because Defendants violated the Wage Order, Defendants are liable under Labor Code §1198.
11 As a derivative claim, Plaintiff also alleges that their pay statements were inaccurate, failing to
12 include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a
13 result of these violations, Defendants are liable for civil penalties pursuant to Cal. Lab. Code
14 §§558 and 2698 *et seq.*

15 **Failure to Pay for All Hours Worked, Including Overtime Hours Worked**

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

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

19 23. Section 2(J) of Wage Order 16 defines “hours worked” as “the time during which an
20 employee is subject to the control of an employer, and includes all the time the employee is
21 suffered or permitted to work, whether or not required to do so.” When employees like Plaintiff
22 and his coworkers do not receive payment for all hours worked, including time spent on calls
23 numerous times each week with foremen and supervisors in the evening, mapping and planning
24 for required drives to job sites, and unpaid rest period time, the result is that they are underpaid
25 for regular and overtime wages.

26 24. Plaintiff and aggrieved employees never received a rest break. They also never
27 received penalty pay for missed rest periods, nor were rest periods “made up” during that same
28 workday or paid for as hours worked on paychecks during the same pay period. Pursuant to

1 Wage Order 16(11)(B), “[r]est periods need not be authorized in limited circumstances when the
2 disruption of continuous operations would jeopardize the product or process of the work.
3 However, the employer shall make up the missed rest period within the same workday or
4 compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of
5 pay within the same pay period.”

6 25. Defendants owe Plaintiff and aggrieved employees unpaid rest period wages as well
7 as rest period penalty pay. As a result, Plaintiff and others have been denied “the unpaid balance
8 of the full amount of this . . . overtime compensation” as required by Cal. Lab. Code §1194.
9 Defendants are liable for civil penalties pursuant to Labor Code §2699 *et seq.*

10 **Failure to Timely Pay All Wages Owed**

11 (Cal. Labor Code §§201, 202, 203, 558 and 2698 *et seq.*)

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

14 27. Pursuant to Cal. Lab. Code §202(a), “[i]f an employee not having a written contract
15 for a definite period quits his or her employment, his or her wages shall become due and payable
16 not later than 72 hours thereafter.” An employee who is discharged must be paid all of his or her
17 wages immediately at the time of termination. Labor Code §§201 and 227.3. As a result of
18 Defendants’ unlawful employment practices as described herein, Defendants failed to pay
19 aggrieved employees who are no longer employed by Defendants all wages due in a timely
20 manner upon termination.

21 28. As set forth above, Defendants knowingly and willfully failed to pay all
22 compensation due and owing to Plaintiff and aggrieved employees at the time employment
23 terminated, including a lack of compensation for all hours worked, rest recovery periods and
24 overtime. Defendants willfully failed to pay employees who are no longer employed by it all
25 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and
26 202.

27 29. Pursuant to §203, Plaintiff and similarly situated individuals are now also entitled to
28 recover up to thirty (30) days of wages due to Defendants’ “willful” failure to comply with the

1 statutory requirements of §§201 and 202 of the Labor Code. Moreover, because Defendants
2 violated §§201, 202 and 203, Defendants are liable for civil penalties pursuant to Cal. Lab. Code
3 § 2698 *et. seq.*

4 30. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
5 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant
6 to Labor Code §204(a). Defendants failed to pay all wages earned to employees as a result of the
7 unlawful employment policies and practices discussed herein. As a result of these practices,
8 aggrieved employees were underpaid for hours worked, including overtime and rest recovery
9 period wages, and this underpayment resulted in a failure to pay all wages owed twice per
10 month.

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

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

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

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

24 33. Labor Code §1174 provides that “[e]very employer employing labor in this state shall
25 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages
26 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at
27 which employees are employed, payroll records showing the hours worked daily by and the
28 wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,

1 employees employed at the respective plants or establishments. These records shall be kept in
2 accordance with rules established for this purpose by the commission, but in any case, shall be
3 kept on file for not less than two years.”

4 34. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
5 wage statements to Plaintiff and the aggrieved employees, and maintain accurate records, in
6 accordance with Labor Code §§226 and 1174. The statements provided to Plaintiff and aggrieved
7 employees have not consistently accurately reflected actual gross wages earned, including
8 overtime and rest period pay, and total hours worked. Such failure caused injury to Plaintiff and
9 others, by, among other things, impeding them from knowing the total hours worked and the
10 amount of wages to which they are and were entitled. Defendants knowingly and intentionally
11 failed to itemize the gross wages earned, net wages earned, and total hours worked. Defendants
12 are liable for civil penalties pursuant to Labor Code §2699 *et seq.*

13 **Civil Penalties for Failure to Reimburse for Required Business Expenses**

14 (Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

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

17 36. California Labor Code § 2802(a) provides, in pertinent part, that “[a]n employer shall
18 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
19 in direct consequence of the discharge of his or her duties, or his or her obedience to the
20 directions of the employer.”

21 37. Plaintiff and aggrieved employees are required to use their personal cell phones for
22 work related communications, although Defendants do not reimburse them in any way for the
23 expense of their personal cell phone use as required by the Labor Code. Moreover, Plaintiff and
24 aggrieved employees were required to buy their own personal tools and replacement parts, such
25 as blades. Plaintiff explains that he would ask Defendants for replacements, but they were not
26 provided. Plaintiff would spend about \$100 on blades and other tools every two weeks.
27 Accordingly, Defendants are liable for civil penalties under PAGA §2699 *et seq.*
28

1 38. Through this representative action, Plaintiff will advance the interests of hundreds of
2 current and former employees, such that joinder is impracticable. These current and former
3 employees can be readily be identified through a review of Defendants' payroll records and the
4 records of the company that handles payroll for Defendants.

5 39. Plaintiff seeks to recover the PAGA civil penalties through a representative action
6 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
7 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

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9 **FIRST CAUSE OF ACTION**

10 **Against All Defendants for Violation of the Private Attorneys General Act ("PAGA")**
11 **(California Labor Code §2698 *et seq.*)**

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

14 41. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by
15 Defendants during the applicable statutory period and suffered one or more of the Labor Code
16 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all
17 other current and former aggrieved employees of Defendants, the civil penalties provided by
18 PAGA, plus reasonable attorneys' fees and costs.

19 42. 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 43. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
23 Code provisions:

- 24 a. Failure to Provide Rest Breaks (Cal. Lab. Code §§226, 226.7, 512, 558, 1198,
25 2698 *et seq.*);
- 26 b. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.
27 Lab. Code §§218, 510, 1194, 1197, 1198, 2699 *et seq.*);
- 28

- c. Failure to Timely Pay All Wages Owed (Cal. Lab. Code §§201, 202, 203, 558 2698 *et seq.*);
- d. Failure to Provide Accurate Itemized Wage Statements and Maintain Accurate Records (Cal. Lab. Code §§226, 1174, 2699 *et seq.*); and
- e. Failure to Reimburse for Required Business Expenses (Cal. Lab. Code §§1198, 2802, 2699 *et seq.*).

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

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

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

47. Plaintiff and the other current and former employees of Defendants are aggrieved employees. They were or are employed by Defendants, 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.

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

49. As a result of the aforesaid wrongful and illegal conduct of Defendants, 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.

50. 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 Defendants, Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code provisions that Defendants have 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 his PAGA claims in this action on behalf of aggrieved employees and the State of California.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendants 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;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: August 11, 2020

KOUL LAW FIRM
LAW OFFICES OF SAHAG MAJARIAN II

~~By 2~~

BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff RICHARD GALINDO, and
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 20, 2020

Via E-filing:

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

Via Certified U.S. Mail:

20/20 Plumbing & Heating, Inc.
7343 Orangetown Drive
Suite B
Riverside, CA 92504

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Richard Galindo
Employer: 20/20 Plumbing & Heating, Inc.

Dear Sir or Madam:

Richard Galindo has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent him, and all other aggrieved employees, for wage and hour claims against his employer, 20/20 Plumbing & Heating, Inc. (hereafter collectively referred to as “Employer.”)

Employer is a contractor that specializes in plumbing and heating installation in new construction projects throughout California and Nevada. (www.2020ph.com) Claimant’s proposed PAGA representative action would represent numerous aggrieved employees. Claimant worked for Employer as a plumber earning \$23/hour until November 18, 2019.

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

on behalf of 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 Rest Breaks

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

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that he and his coworkers never received breaks. The only break in the day was a 40-45-minute unpaid meal period. Employees did not clock out for meal periods, the time spent during the meal period was manually written in and deducted from wages. Claimant was not provided with any rest periods during the time of his employment.

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 Wage Order 16-2001 11(A). According to Claimant, he never received rest breaks, and this experience is consistent with that of other aggrieved employees. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Moreover, although Wage Order 16 permits late or skipped breaks, “in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work,” even in those instances, the missed rest period must be made up in that same day or the Employer must compensate the employee for the missed ten (10) minutes of rest time at his regular rate of pay. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198.

As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

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

(Cal. Labor Code §§218, 510, 1194, 1197, 1198, 2699 *et seq.*)

Section 2(J) or Wage Order 16 defines “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.”

When employees like Claimant and his coworkers do not receive payment for all hours worked, including time spent on calls numerous times each week with foremen and

supervisors in the evening, mapping and planning for required drives to job sites, and unpaid rest period time, the result is that they are underpaid for regular and overtime wages.

Claimant and aggrieved employees never received a rest break. They also never received penalty pay for missed rest periods, nor were paid rest periods “made up” during that same workday or paid for as hours worked on paychecks during the same pay period.

Pursuant to Wage Order 16(11)(B) “Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.”

Employer owes Claimant and coworkers unpaid rest period wages as well as rest period penalty pay. As a result, Claimant and others have been denied “the unpaid balance of the full amount of this... overtime compensation” as required by Cal. Labor Code. §1194. Employer is liable for civil penalties pursuant to Labor Code §2699 *et seq.*

Failure to Timely Pay All Wages Owed

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

Failure to Pay Wages Due Upon Termination

Pursuant to Cal. Lab. Code § 202 (a), “[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.” An employee who is discharged must be paid all of his or her wages immediately at the time of termination. Labor Code §§ 201 and 227.3.) As a result of Employer’s unlawful employment practices as described herein, Employer failed to pay aggrieved employees who are no longer employed by Employer all wages due in a timely manner upon termination.

As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to aggrieved employees at the time employment terminated. Further knowing that they were not being paid for all hours worked, including rest recovery periods and overtime 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. Pursuant to §203, aggrieved employees are now also entitled to recover up to thirty (30) days of wages due to Employer’s “willful” failure to comply with the statutory requirements of §§201 and 202 of the Labor Code. Moreover, because

Employer violated §§201, 202 and 203, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Pay All Wages Owed Twice Per Month

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

Failure to Provide Accurate Itemized Wage Statements and Comply with Record Keeping Requirements

(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. The statements provided to Claimant and aggrieved employees have not consistently accurately reflected actual gross wages earned, including overtime and rest period pay, and total hours worked. Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *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.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employer does not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Moreover, Claimant and aggrieved employees were required to buy their own personal tools and replacement parts, such as blades. Claimant explains that he would ask Employer for replacements, but they were not provided. Claimant would spend about \$100 on blades and other tools every two weeks. Accordingly, Employers are liable for civil penalties under PAGA §2699 *et seq.*

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 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 'N. Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant