

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Malcolm Mackey

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiffs,

vs.

ROUTE 66 POST ACUTE LLC, a California
limited liability company, and DOES 1-50,
inclusive,

Defendants.

Case No.: **20STCV30890**

REPRESENTATIVE ACTION

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

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

NATURE OF THE ACTION

1. Plaintiff DENISHA JOHNSON worked as a dietary aid for defendant ROUTE 66 POST ACUTE LLC 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 hourly, non-exempt employees of Defendant in California 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 herself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of her 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 rest breaks; (2) failing to provide uninterrupted meal breaks and second meal breaks; (3) failing to timely pay all wages owed; and (4) failing to provide accurate itemized wage statements.

THE PARTIES

7. Plaintiff DENISHA JOHNSON is a resident of the State of California and was employed as an hourly, nonexempt employee of Defendants until August of 2019.

8. Defendant ROUTE 66 POST ACUTE LLC is a California limited liability company 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 are 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.

PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

15. Defendant ROUTE 66 POST ACUTE LLC is a skilled nursing facility. This representative action represents dozens of current and former aggrieved employees.

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

4 17. Plaintiff and all current and former hourly, non-exempt employees in California within
5 one year of filing this action to the present are aggrieved employees within the meaning of Labor
6 Code 2699, *et seq.* (See Labor code §2699(c).)

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

9 **Failure to Provide Rest Breaks**

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

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

13 20. Defendants have failed to maintain a complaint rest period policy and practice that
14 provides its employees with off-duty rest periods as required by California law. Defendants are
15 required to authorize or permit all of its hourly employees to take at least a ten-minute rest period
16 in which they were relieved of all duties, for every four (4) hours of work, or major fraction
17 thereof, as required by Cal. Lab. Code §§226.7, 512 and Wage Order 1-2001 12(A).

18 21. Plaintiff never received a rest break during the entire time she worked for Defendants.
19 Rest breaks were not permitted or provided. Defendants failed to pay Plaintiff and similarly
20 situated employees all premium compensation (one hour of pay at the employee's regular rate of
21 pay for missed or untimely rest periods) mandated by Labor Code § 226.7(b) for these missed
22 rest periods.

23 22. As a derivative claim, Plaintiffs also allege that their pay statements were inaccurate,
24 failing to include required rest period penalties, thus failing the requirements of Labor Code
25 §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to Cal.
26 Labor Code §§558 and 2698 *et seq.*

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1 **Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**

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

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

5 24. During Plaintiff's employment, Defendants failed to maintain a complaint meal
6 period policy and practice. Defendants failed to provide all of its hourly employees with their
7 right to take an off-duty unpaid 30-minute first and second meal periods. Plaintiff reports that she
8 was never permitted to take a lunch break. Despite the consistent failure to provide or permit
9 meal periods, Plaintiff was only paid one meal period penalty (at \$13/hour) during the entire time
10 she was employed by Defendants.

11 25. Labor Code §512 provides. "[a]n employer may not employ an employee for a work
12 period of more than five hours per day without providing the employee with a meal period of not
13 less than 30 minutes . . ." Labor Code §512 and Wage Order 5-2001 11(B) provide that an
14 employer may not employ an employee for a work period of more than ten (10) hours per day
15 without providing the employee with a second meal period of not less than 30 minutes. Labor
16 Code § 226.7(a) provides, "[n]o employer shall require an employee to work during any meal . . .
17 period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(C)
18 of the Wage Order provides, in pertinent part, "[u]nless an employee is relieved of all duty
19 during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period
20 and counted as time worked."

21 26. Here, Defendants made employees sign on-duty meal period agreements, however the
22 nature of the work was such that Defendants qualified for the exemption, so the agreements were
23 invalid. Moreover, employees were required to work during on-duty meal periods and were not
24 provided with any sort of break. As stated in *L'Chaim House, Inc. et al. v. Division of Labor*
25 *Standards Enforcement* (2019) 38 Cal. App. 5th 141, "[A]n on-duty meal period is not the
26 functional equivalent of no meal period at all. On-duty meal periods are an intermediate category
27 requiring more of employees than off-duty meal periods but less of employees than their normal
28 work."

1 27. Defendants failed to permit Plaintiff and others to take timely, off-duty meal breaks
2 of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
3 §226.7 and 512. As a derivative claim, Plaintiff and others allege that pay statements were
4 inaccurate, failing to include required meal period penalties, thus failing the requirements of
5 Labor Code §226(a). As a result of these violations, Defendants are liable for civil penalties
6 pursuant to Cal. Labor Code §2898 *et seq.*

7 **Failure to Timely Pay All Wages Owed**
8 (Cal. Labor Code §§ 201, 202, 203, 256, and 2698 *et seq.*)

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

11 29. Labor Code section 201 states, in pertinent part, “[i]f an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable
13 immediately.” Labor Code section 202 states, in pertinent part, “[i]f an employee not having a
14 written contract for a definite period quits his or her employment, his or her wages shall become
15 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
16 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
17 wages at the time of quitting.”

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

22 31. Defendants knowingly and willfully failed to pay Plaintiff and aggrieved employees
23 all penalty wages due and owing upon separation of employment. By furnishing Plaintiff and
24 other separated aggrieved employees with a final check that failed to include all meal and rest
25 period penalty wages owed, Defendants violated Labor Code §§201 and/or 202.

26 32. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
27 Plaintiff and employees all wages, which includes penalty wages, earned twice during each
28 calendar month pursuant to Labor Code §204(a). Defendants failed to pay all wages earned to

1 employees as a result of the unlawful employment policies and practices discussed herein, and
2 this underpayment resulted in a failure to pay all wages owed twice per month.

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

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

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

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

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

24 36. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
25 wage statements to Plaintiff and the aggrieved employees, and maintain accurate records, in
26 accordance with Labor Code §§226 and 1174. Wage statements issued by Defendants fail to
27 accurately reflect actual gross wages earned, including overtime and meal/rest premiums.
28 Defendants knowingly and intentionally failed to permit or provide compliant meal or rest

1 periods, knowingly failed to pay premiums for missed meal and rest periods, and knowingly
2 failed to report required premiums on wage statements and in employee records. Defendants are
3 liable for civil penalties pursuant to Labor Code §2699 *et seq.*

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

8 38. Plaintiff seeks to recover the PAGA civil penalties through a representative action
9 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
10 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

11 **FIRST CAUSE OF ACTION**

12 **Against All Defendants for Violation of the Private Attorneys General Act ("PAGA")** 13 **(California Labor Code §2698 *et seq.*)**

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

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

21 41. Plaintiff seeks to recover the PAGA civil penalties through a representative action
22 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
23 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

24 42. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
25 Code provisions:

- 26 a. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 2698 *et*
27 *seq.*);
- 28 b. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7,
512, 558, 2699 *et seq.*);

1 c. Failure to Timely Pay All Wages Owed (Cal. Labor Code §§201, 202, 203, 256,
2 and 2698 *et seq.*); and

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

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

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

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

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

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

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

26 49. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
27 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
28 Workforce Development Agency ("LWDA") and served by certified mail upon Defendants,

1 Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code
2 provisions that Defendants have violated. The LWDA did not respond to Plaintiff's Notice
3 within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies.
4 Pursuant to Labor Code §2699.3, Plaintiff may now pursue her PAGA claims in this action on
5 behalf of aggrieved employees and the State of California.

6 **PRAYER FOR RELIEF**

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

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

17 DATED: August 12, 2020

18 **KOUL LAW FIRM**
19 **LAW OFFICES OF SAHAG MAJARIAN II**

20 

21 BY: Nazo Koulloukian, Esq.
22 Attorneys for Plaintiff DENISHA JOHNSON, and
23 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

June 8, 2020

Via E-filing:

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

Via Certified U.S. Mail:

Route 66 Post Acute LLC
c/o Rosie Andrade
107 W. Lemon Ave
Monrovia, CA 91016

Route 66 Post Acute
638 E. Colorado Ave.
Glendora, CA 91740

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Denisha Johnson
Employer: Route 66 Post Acute LLC

Dear Sir or Madam:

Denisha Johnson has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, and Sahag Majarian of Law Offices of Sahag Majarian II, to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Route 66 Post Acute LLC (hereafter “Employer.”)

Employer requires employees to work under conditions that violate California wage and hour laws, including denying required meal and rest periods, and underpaying low-wage earners by depriving them of required penalty wages. This PAGA representative action would represent hundreds of current and former employees. Claimant worked for Employer in Glendora as a dietary aid helping to make sure residents of the facility received the specific meals they needed to meet their nutritional requirements and dietary restrictions until August of 2019, earning \$13/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 Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 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. 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 1-2001 12(A).

Claimant never received a rest break during the entire time she worked for Employer. Rest breaks were not permitted or provided. 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 Uninterrupted Meal Breaks & 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 first and second meal periods. Claimant reports that she was never permitted to take a lunch period. Despite the consistent failure to provide or permit meal periods, Claimant was only paid one meal period penalty (at \$13/hour) during the entire time she was employed by Employer.

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 §512 and Wage Order 5-2001 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.”

Here, Employer made employees sign on-duty meal period agreements, however the nature of the work was not such that Employer qualified for the exemption so the agreements were invalid. Moreover, employees were required to work during on-duty meal periods, and were not provided with any sort of break. As stated in *L’Chaim House, Inc. et al. v. Division of Labor Standards Enforcement* (2019) 38 Cal. App. 5th 141, “[A]n on-duty meal period is not the functional equivalent of no meal period at all. On-duty meal periods are an intermediate category requiring more of employees than off-duty meal periods but less of employees than their normal work.”

Employer failed to permit claimants 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, claimants allege 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.

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

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and employees all wages, which includes penalty 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, 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 Claimants and the aggrieved employees, and maintain accurate records, in accordance with Labor Code §§ 226 and 1174. Wage statements issued by Employer fail to accurately reflect actual gross wages earned, including overtime and meal/rest premiums. Employer knowingly and intentionally failed to permit or provide compliant meal or rest periods, knowingly failed to pay premiums for missed meal and rest periods, and knowingly failed to report required premiums on wage statements and in employee records. Employer is liable for civil penalties pursuant to Labor Code § 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 them if it does not intend to investigate these violations so that they may pursue their claims as a representative action in civil court.

Sincerely,



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