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on behalf of himself and all other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – GLENDALE COURTHOUSE**

ELIJAH WESTCOTT, an individual, on behalf)
of himself and all other aggrieved employees)

Plaintiff,

vs.

FITNESS INTERNATIONAL, LLC; and)
DOES 1 through 100, inclusive,)

Defendants.

Case No. 20GDCV01113

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

) Violation of California Labor Code § 2698, et
) seq. (California Labor Code Private Attorneys
) General Act of 2004)

Plaintiff ELIJAH WESTCOTT (“Representative Plaintiff” “Plaintiff” or “WESTCOTT”) alleges as follows:

PARTIES

1. Representative Plaintiff is an individual who resides in California and was employed by Defendant FITNESS INTERNATIONAL, LLC (hereinafter referred to as “Defendant,” or “the Company”) from on or about December 23, 2019 until on or about

1 approximately March 10, 2020.

2 2. Representative Plaintiff is informed and believes, and based on such information
3 and belief, alleges that at all times mentioned herein, Defendants is a California limited liability
4 company, licensed to do business and actually doing business in the State of California. Defendant
5 does business within the State of California, the County of Los Angeles. Thus, Defendant is subject
6 to the applicable California laws as alleged in this action.

7 3. Representative Plaintiff is unaware of the true names and capacities, whether
8 corporate or individual, or otherwise, of defendants named as DOES 1 through 100, inclusive.
9 Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave
10 of court to amend this complaint to state said defendants' true names and capacities when the same
11 have been ascertained. Representative Plaintiff is informed and believes and based on such
12 information and belief alleges that said fictitiously-named defendants are responsible in some
13 manner for the injuries and damages to Representative Plaintiff, and other aggrieved employees as
14 further alleged herein.

15 4. This is only a Private Attorney General Action Complaint, pursuant to California
16 Labor Code section 2699 et seq., on behalf of ELIJAH WESTCOTT and all other persons similarly
17 situated who worked for Defendants in its California locations as non-exempt, hourly employees
18 (herein collectively identified as "other aggrieved employees") for:

- 19 (i) failure to pay overtime and double time in violation of Labor Code sections 510,
20 1198, and the applicable Wage Orders;
- 21 (ii) failure to pay minimum wage in violation of Labor Code 1182.12, 1194, 1197,
22 1197.1, 1198, and the applicable Wage Orders;
- 23 (iii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
24 512(a), 1198, and the applicable Wage Orders;
- 25 (iv) failure to keep accurate payroll records and provide itemized wage statements in
26 violation of Labor Code 226(a), 1174(d), 1198, and the applicable Wage Orders;
- 27 (v) failure to pay split shift pay in violation of Labor Code 1198 and California Code of
28 Regulations 11050(4)(C);

- 1 (vi) failure to pay all wages earned on time in violation of Labor Code sections 204;
2 (vii) failure to pay all wages earned upon discharge or resignation in violation of Labor
3 Code sections 201, 202, and 203;
4 (viii) failure to provide basic information at the time of hiring and when employment
5 changes occur in violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft
6 Prevention Act).
7 (ix) failure to reimburse necessary, business-related expenses in violation of Labor Code
8 sections 2800 and 2802;
9 (x) failure to provide notice of paid sick time and accrual in violation of Labor Code
10 246.

11 **VENUE AND JURISDICTION**

12 5. Venue is proper under California Code of Civil Procedure section 395 and under
13 California Government Code section 12965(b), in that Representative Plaintiff's injuries were
14 incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's
15 complaint arose within the County of Los Angeles, and Defendant is located in the County of Los
16 Angeles.

17 **STATEMENT OF FACTS**

18 6. Representative Plaintiff was hired by Defendants as an hourly paid, non-exempt
19 employee and worked as a Sales Agent from on or about December 23, 2019. Representative
20 Plaintiff worked for Defendants up until approximately March 10, 2020 when his employment
21 terminated. Defendants are doing business in California providing fitness clubs and facilities.

22 7. While employed with Defendants, Representative Plaintiff and other aggrieved
23 employees that worked at any of the Company's California locations, which include other
24 aggrieved employees that he seeks to represent in this action, working as non-exempt, hourly
25 employees (herein collectively identified as "other aggrieved employees") were regularly required
26 to work off-the-clock, and during their rest and meal periods.

27 8. Defendants failed to pay its aggrieved employees' overtime in accordance with
28 California law when they worked in excess of eight (8) hours in a day and/or 40 hours within a

workweek. Defendants also failed to pay its aggrieved employees' double time in accordance with California law when they worked in excess of 12 hours in a workday.

9. Defendants failed to provide Representative Plaintiff and other aggrieved employees with meal periods in accordance with Labor Code Sections 512(a) and 226.7, as aggrieved employees were often not afforded an opportunity to take an off-duty meal period of at least 30 minutes within the first five (5) hours of their shift, because of work understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of Defendants.

10. Additionally, when Representative Plaintiff and aggrieved employees worked in excess of 10 hours in a day, they were not offered an opportunity to take a second meal period in accordance with Labor Code section 512(a).

11. Defendants also failed to pay its aggrieved employees a premium pursuant to Labor Code section 226.7 when it failed to provide its employees with legally adequate meal periods as described above.

12. Defendants also failed to provide Representative Plaintiff and other aggrieved employees with a 10-minute rest break for every four hours of work, or every major fraction thereof, as employees were forced to work extended periods without rest breaks due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of Defendants. Defendants also failed to provide its employees with a premium payment pursuant to Labor Code section 226.7 when it failed to provide its employees with legally adequate rest breaks.

13. Additionally, Plaintiff and other aggrieved employees were not provided a premium wage pursuant to Labor Code section 226.7 for their legally inadequate meal and rest periods, as they were not relieved of all duties and responsibilities for the respective time periods as required by the law. Defendants' failure to properly pay Plaintiff and other aggrieved employees for all hours worked in these instances violates Labor Code sections 226.7, 512(a), 1198 and the applicable Wage Orders.

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1 14. Representative Plaintiff and other aggrieved employees were often required to work
2 off-the-clock before their shifts started, after their shifts were completed, and during their meal and
3 rest periods. During this off-the-clock time and these so-called “working lunches”, employees were
4 required by Defendants to finish work tasks that they did not have time to finish during their shift
5 because of understaffing, inadequate coverage, unreasonably high workload and expectations,
6 and/or other actions, inactions, or decisions made by and within the sole control and discretion of
7 Defendants’.

8 15. Defendants, being aware of these occurrences, still deducted 30 minutes from their
9 pay on these days that they were required to continue working without a legal meal period. The
10 Companies altered and adjusted time-sheets and time-cards in order to obfuscate this fact.

11 16. Defendants required Plaintiff and other aggrieved employees to work without
12 appropriate compensation, including the payment of at least minimum wage, for such work time as
13 described above in violation of Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198, and
14 the applicable Wage Orders.

15 17. California Labor Code section 226(a) provides that every employer shall furnish to
16 each of its employees an accurate, itemized wage statement in writing, showing, among other
17 things, all applicable hourly rates in effect during the pay period and the corresponding correct
18 number of hours worked at each hourly rate by the employee. Defendants’ wage statements fail to
19 comply with this section of the Labor Code as they list the incorrect rates of pay and the incorrect
20 number of hours worked at each rate of pay. The number of hours that the employees actually spent
21 working for the Companies, which are listed on the pay stubs, is incorrect because of, among other
22 things, the Companies’ failure to properly compensate its employees for all of the time that they
23 spent working under their employer’s control.

24 18. Defendants wage statements listed the incorrect rates of pay and earnings. Thus, the
25 total earnings and the overtime hours listed on the employee’s pay stubs are incorrect. The number
26 of hours that the employees actually spent working for the Companies that is listed on the wage
27 statement is also incorrect because of the Companies’ failure to record and compensate its
28 employees for all of the time that they are under its control, including, but not limited to, time that

1 they spend complying with the Companies' required "working lunches" and off-the-clock work,
2 and when Defendants deducted 30-minutes for meal periods that were not legally adequate.

3 19. Defendants regularly scheduled and required Representative Plaintiff and the other
4 aggrieved employees to work "split shifts". California Code of Regulations 11050(4)(C) requires
5 employer to furnish to employees one (1) hour's pay at the minimum wage in addition to the wages
6 for that work day for any day in which an employee works a "split shift". However, despite
7 regularly scheduling Representative Plaintiff and the other aggrieved employees for "split shifts",
8 Defendants failed to pay Representative Plaintiff and the other aggrieved employees one (1) hour's
9 pay at the minimum wage in addition to the wages for that work day as required by law.

10 20. Representative Plaintiff and all aggrieved employees who worked for Defendants
11 did not receive all wages earned on time as defined by California Labor Code section 204. As a
12 consequence of Defendants failures as described above, Representative Plaintiff and other
13 aggrieved employees did not receive, among other things, their straight time, overtime, or double
14 time pay, minimum wages for off-the-clock work, rest period premium wages, meal period
15 premium wages.

16 21. Representative Plaintiff and all aggrieved employees who were separated from their
17 employment with Defendants, to whom Defendants willfully failed to pay for all hours worked as
18 described herein, are also entitled to up to thirty days of wages pursuant to California Labor Code
19 sections 201, 202, and 203.

20 22. Defendants failed to provide employees with basic information at the time of hiring
21 and when changes occurred to their employment, including, rate of pay (including overtime),
22 whether employee would be paid hourly, salary, piece rate, or by shift, day, week, commission, or
23 otherwise, and information regarding allowances, such as for as meals and lodging, and
24 information regarding the right to accrue and use paid sick leave and the legal protections for
25 employee when so doing.

26 23. Defendants directed Representative Plaintiff and other aggrieved employees to incur
27 personal expenses on behalf of Defendants while performing their respective job duties. Such
28 personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and

1 parking expenses. Without incurring these expenses, Representative Plaintiff and other aggrieved
2 employees would not be able to accomplish their job duties. Defendants failed to indemnify
3 Representative Plaintiff and other aggrieved for all of these necessary expenditures.

4 24. Defendants failed to provide to Representative Plaintiff and other aggrieved
5 employees who worked for them for more than 30 days with written notice setting the amount of
6 sick leave available, or paid time off in lieu thereof, on either their itemized wage statements or in a
7 separate writing accompanying such statements.

8 25. Plaintiff complied with the procedures for bringing suit specified in Labor Code
9 sections 2699.3 and 2699.5. Plaintiff gave written notice via certified mail postmarked October 16,
10 2020 to the California Labor and Workforce Development Agency ("LWDA") in addition to notice
11 via electronic filing <https://dir.tfaforms.net/295>, and via certified mail to Defendants, of the specific
12 provisions of the Labor Code and Wage Orders allegedly violated, including the facts and theories
13 to support the alleged violations. A true and correct copy of Plaintiff's notice is attached hereto as
14 "Exhibit A."

15 26. Under Labor Code section 2699.3, the LWDA must give written notice by certified
16 mail to the parties it intends to investigate the alleged violations within 65 days of the date of the
17 Plaintiff's written notice. As of the exhaustion of the statutory period, on December 20, 2020, the
18 LWDA has not provided the parties any notice of its intention to investigate Plaintiff's claims on
19 behalf of himself and other similarly aggrieved employees. Defendant has not responded to
20 Plaintiff's PAGA notice in an attempt to cure. Accordingly, Plaintiff has exhausted all
21 administrative remedies required by law.

22 **FIRST CAUSE OF ACTION**

23 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

24 **(By Plaintiff Against Defendants and Does 1 through 10, inclusive)**

25 27. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
26 21, and each and every part thereof with the same force and effect as though fully set forth herein.

27 28. PAGA expressly establishes that any provisions of the California Labor Code which
28 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,

1 divisions, commissions, boards, agencies or employees for a violation of the California Labor
2 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
3 himself or herself, and other current or former employees.

4 29. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized
6 to exercise the same discretion, subject to the same limitations and conditions, to assess a civil
7 penalty.

8 30. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved
9 employees” within the meaning of California Labor Code section 2699(c) as they are all current or
10 former employees of Defendants, and one or more of the alleged violations was committed against
11 them.

12 **Failure to Pay Overtime**

13 31. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other
14 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
15 prohibited by California Labor Code sections 510 and 1198.

16 **Failure to Provide Meal Periods**

17 32. Defendants’ failure to provide legally required meal periods to Plaintiff and the
18 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
19 activity prohibited by California Labor Code sections 226.7, 512(a), 1198, and the applicable Wage
20 Orders.

21 **Failure to Provide Rest Periods**

22 33. Defendants’ failure to provide legally required rest periods to Plaintiff and the other
23 aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity
24 prohibited by California Labor Code section 226.7.

25 **Failure to Pay Minimum Wages**

26 34. Defendants’ failure to pay legally required minimum wages to Plaintiff and the
27 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair
28 activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

1 **Failure to Keep Accurate and Provide Itemized Wage Statements**

2 35. Defendants' failure to keep accurate, and provide itemized wage statements to
3 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a),
4 1174(d), and 1198 constitutes unlawful and/or unfair activity prohibited by California Labor Code
5 section 226(a), 1174(d), and 1198.

6 **Failure to Pay "Split Shift" Premiums**

7 36. Defendants' failure to pay Representative Plaintiff and the other aggrieved
8 employees one (1) hour's pay at the minimum wage in addition to the wages for that workday for
9 any workday in which Representative Plaintiff and the other aggrieved employees were scheduled
10 for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by
11 California Labor Code 1198 and California Code of Regulations 11050(4)(C).

12 **Failure to Timely Pay Wages During Employment**

13 37. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
14 employees during employment in accordance with Labor Code section 204 constitutes unlawful
15 and/or unfair activity prohibited by California Labor Code section 204.

16 **Failure to Timely Pay Wages Upon Termination**

17 38. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
18 employees upon termination in accordance with Labor Code sections 201, 202, and 203 constitutes
19 unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

20 **Failure to Provide Basic Information upon Hiring / When Conditions of Employment Change**

21 39. Defendants' failure to provide basic information to Plaintiff and the other aggrieved
22 employees related to the conditions of their pay and their rights regarding sick leave in accordance
23 with California Labor Code section 2810.5(a)(1)(A)-(C) constitutes unlawful and/or unfair activity
24 prohibited by California Labor Code section 2810.5(a)(1)(A)-(C).

25 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

26 40. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
27 necessary business-related expenses and costs in accordance with California Labor Code sections
28 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code

sections 2800 and 2802.

Failure to Provide Notice of Paid Sick Time and Accrual

41. Defendants' failure to provide Plaintiff and the other aggrieved employees that works for the same employer for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements in accordance with Labor Code 246 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

42. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

43. Pursuant to California Labor Code section 2699(i), civil penalties recovered by

9.

aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

44. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

THEREFORE, Representative Plaintiff and the individuals he seeks to represent request relief as described below:

PRAYER

THEREFORE, Representative Plaintiff prays for judgment against Defendants, and Does 1 through 100, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure Section 1021.5;
2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

Dated: December 21, 2020

HAIG B. KAZANDJIAN LAWYERS, APC

/s/ Cathy Gonzalez

By: _____

Haig B. Kazandjian, Esq.,
Cathy Gonzalez, Esq.,
Kevin Crough, Esq.,
Attorneys for Plaintiff ELIJAH
WESTCOTT on behalf of himself and all
others similarly situated

EXHIBIT A

**HAIG B.
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October 16, 2020

BY U.S. CERTIFIED MAIL

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Fitness International, LLC
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

JEFFREY STEIN
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
Fitness International, LLC and Jeffrey Stein**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mr. Elijah Westcott ("EMPLOYEE") who seeks penalties from Fitness International, LLC, dba LA Fitness ("EMPLOYER"), and Jeffrey Stein ("AGENT") on his own behalf, on behalf of the State of California, and on behalf of all others similarly situated for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2802, and 2810.5.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all others who were employed by EMPLOYER, each who suffered one or more Labor Code violations specifically enumerated in the Private Attorney General Act ("aggrieved employees"). This letter is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3.

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Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 144 S Brand Blvd., Glendale, CA 91204 location from approximately December 23, 2019 through March 10, 2020. EMPLOYEE received his last paycheck on or about March 11, 2020. While employed by EMPLOYER, EMPLOYEE worked as a Sales Agent, providing on-site sales support for generating new fitness memberships.

EMPLOYEE is informed, believes, and thereupon alleges that Fitness International, LLC is a California corporation licensed to do and doing business in California. EMPLOYER provides public fitness clubs and facilities. EMPLOYER has approximately 90 locations in California, and additional locations throughout the United States.

EMPLOYEE is informed, believes, and thereupon alleges that AGENT is an officer and/or agent of the above entity. Acting in that capacity, at all relevant times AGENT oversaw, managed, and/or was otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the EMPLOYER'S timekeeping system and how EMPLOYEE clocked in and out.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using EMPLOYER'S payroll/time management system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees EMPLOYEE approximates EMPLOYER employ(s) over 10,000 employees ("aggrieved employees") who worked for EMPLOYER during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA"). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, "An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first class mail to EMPLOYER, and regular first class mail to EMPLOYERS’ California agent for service of process, that EMPLOYER provide him with his wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of his personnel records pursuant to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to EMPLOYERS’ principal place of business.

Attached as “Exhibit A” is a true and correct copy of the aforementioned correspondence.

Pages seven (7) and eight (8) of Exhibit A reflect that EMPLOYEE first requested the employment documents to which he is statutorily entitled on March 17, 2020. Pages one (1) through six (6) of Exhibit A show that because of EMPLOYER’s refusal to respond to EMPLOYEE’s initial request, on April 12, 2020 EMPLOYEE was forced to again demand the employment documents to which he is statutorily entitled, along with a Complaint for Damages and Other Relief.

Page 9 of Exhibit A indicates that EMPLOYER finally responded to EMPLOYEE’s requests on August 19, 2020 – more than five (5) months after EMPLOYEE’s initial request, and more than four (4) months after EMPLOYEE’s second request for the employment documents to which he is statutorily entitled, far exceeding the time period within which EMPLOYER was required to respond by pursuant to Labor Code Section 226 and 432, and 1198.5.

Further still, EMPLOYER has not provided all of the information and/or documents requested, including, but not limited to, EMPLOYEE’s pay stubs.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

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Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked in excess of twelve (12) hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant time period, EMPLOYEE and other aggrieved employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) of Exhibit B show that EMPLOYER records indicate that EMPLOYEE clocked-in and clocked-out almost invariably throughout his employment on whole, round numbers. Such records do not appear when EMPLOYER is accurately recording the time that EMPLOYEE spent under EMPLOYER's control, but instead occur when EMPLOYER is merely recording EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was not paid for the substantial amount of time he spent working outside his scheduled hours of work, including his meal breaks and before and after his scheduled shifts.

EMPLOYER willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYER routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an

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employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYER failed to provide EMPLOYEE and other aggrieved employees with the required rest and meal break periods. EMPLOYEE and other aggrieved employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

EMPLOYEE and other aggrieved employees worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYER.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) Exhibit B show that EMPLOYER records indicate that EMPLOYEE almost invariably received an exactly one (1) hour lunch break every day that he worked for EMPLOYER. Such whole, round numbers do not occur when EMPLOYER is recording the time that EMPLOYEE actually spent on their lunch breaks, but instead occur when EMPLOYER is merely recording when EMPLOYEE is scheduled to take their lunch.

Furthermore, on page one (1) of Exhibit B, EMPLOYER records indicate that EMPLOYEE "waived" their lunch break on January 7, 2020 despite such being contrary to law.

EMPLOYER records fail to properly indicate that lunches were routinely taken late on Mondays because EMPLOYEE and other aggrieved employees would be tasked with promoting on college campuses, or that lunches were routinely taken after 4:00 p.m. on Thursdays and Fridays.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYER systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other aggrieved employees in an attempt to hide the aforementioned infractions. EMPLOYER, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records.

EMPLOYER knew, or should have known, that their behavior caused EMPLOYEE and other aggrieved employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYER still chose not to pay meal and rest period premiums required by law.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Pursuant to the foregoing, EMPLOYER violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Attached as "Exhibit B" are examples of such violations.

Page one (1) and page two (2) of Exhibit B show that EMPLOYER records indicate that EMPLOYEE clocked-in and clocked-out almost invariably throughout his employment on whole, round numbers. Such records do not appear when EMPLOYER is accurately recording the time that EMPLOYEE spent under EMPLOYER's control, but instead occur when EMPLOYER is merely recording EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was not paid for the substantial amount of time he spent working outside his scheduled hours of work, including his meal breaks and before and after his scheduled shifts.

Due to the company-wide failures of EMPLOYER, EMPLOYEE and other aggrieved employees were also forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYER failed to pay EMPLOYEE and other aggrieved employees minimum wage for this time and/or falsified timekeeping records to hide this fact.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYER knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYER failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

The statements in question are deficient in many other ways, including, but not limited to: failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYER willfully failed to maintain accurate payroll records for EMPLOYEE and other aggrieved employees as a result of EMPLOYER failure to accurately record employees rest breaks, meal breaks, and off-the-clock work.

EMPLOYER failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYER failure makes it impossible for EMPLOYEE and other aggrieved employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

EMPLOYER failed to pay EMPLOYEE and other aggrieved employees all wages due to them, including, but not limited to: overtime, minimum wages, split shift pay and/or reporting time pay within the statutorily required time period.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYER terminated their employment relationship with EMPLOYEE on March 10, 2020. As such, EMPLOYEE was due all wages owed to him immediately at the time of termination.

EMPLOYEE did not receive their final pay check until on or about March 11, 2020. When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE.

EMPLOYER willfully failed to timely pay EMPLOYEE and other aggrieved employees who are no longer employed by EMPLOYER all wages earned, including, but not limited to: overtime, minimum wages, rest period premium wages, meal period premium wages, accrued time off, and/or reporting time pay.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Violation of Labor Code 2810.5(a)(1)(A)-(C) (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about December 20, 2019, and EMPLOYEE continued to work for EMPLOYER until on or about March 7, 2020. During that time, changes, including, but not limited to, raises, promotions, title changes, relocations, and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other aggrieved employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other aggrieved employees were directed and expected to incur personal expenses on behalf of EMPLOYER while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, travel expenses, and parking expenses. EMPLOYEE and the other aggrieved employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER failed to indemnify EMPLOYEE and other aggrieved employees for all necessary expenditures or losses accordingly.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYER failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

Pursuant to the foregoing, EMPLOYEE and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYER was and is an employer, acting on behalf thereof, violated EMPLOYEE and other aggrieved employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

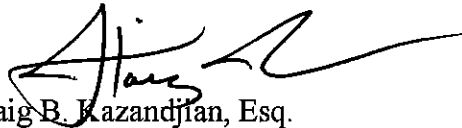
Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other aggrieved employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other aggrieved employees, and the State of California against EMPLOYER for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC

A handwritten signature in black ink, appearing to read 'Haig B. Kazandjian', with a long, sweeping horizontal line extending to the right.

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin P. Crough, Esq.

Exhibit A

HAIG B.
KAZANDJIAN
LAWYERS | APC

August 12, 2020

VIA US CERTIFIED MAIL

Fitness International, LLC
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Statutory Demand for Inspection and Copying of Employment Records

Dear Fitness International, LLC,

Our office requested Elijah Westcott's clock in/clock out time sheets on the following date: March 20, 2020. We have yet to receive any of the requested documents. Enclosed you will find a copy of our letter.

Our records indicate that the enclosed correspondence has been delivered via US Certified Mail.

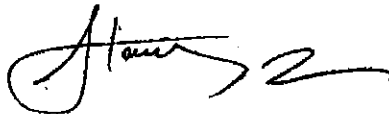
Effective January 1, 2013, California Legislature enacted specific enforcement remedies for violation of Labor Code § 1198.5 by authorizing an employee to recover a penalty of \$750 and attorneys' fees, as well as injunctive relief.

Fitness International, LLC has clearly violated this statute by refusing to comply and ignoring Mr. Westcott's request.

Mr. Westcott demands that your company comply with this request forthwith by close of business Friday, August 28, 2020. Mr. Westcott will file an action for your company's failure to produce them in violation of California Labor Code §§ 226, 432, 1198.5 and California Business & Professions Code Section 17200, et seq. and request all applicable penalties, litigation costs and attorneys' fees as enclosed with this letter.

If you cannot meet this deadline, please make sure to call us.

Very truly yours,
Haig B. Kazandjian Lawyers, APC



Haig B. Kazandjian, Esq.

1 **HAIG B. KAZANDJIAN LAWYERS APC**

Haig B. Kazandjian, Esq. Bar No.:278622

2 Haig@hbklawyers.com

Cathy Gonzalez, Esq. Bar No.:310625

3 Cathy@hbklawyers.com

801 N. Brand Blvd Suite 970

4 Glendale, CA 91203

5 Telephone: 1-818-696-2306

6 Attorneys for PLAINTIFF

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

11 ELIJAH WESTCOTT, an individual,

12 **PLAINTIFF,**

13 v.

14 **FITNESS INTERNATIONAL, LLC and**
15 **DOES 1 THROUGH 100, Inclusive**

16 **DEFENDANTS.**

**COMPLAINT FOR DAMAGES AND
OTHER RELIEF**

REQUEST FOR JURY TRIAL

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1 COMES NOW PLAINTIFF ELIJAH WESTCOTT (hereinafter referred to as
2 "PLAINTIFF") with complaints against the above-named DEFENDANTS, FITNESS
3 INTERNATIONAL, LLC, and DOES 1 THROUGH 100, Inclusive (hereinafter referred to
4 collectively as "DEFENDANTS") and allege as follows:

5 **INTRODUCTION**

6 1. In this action, PLAINTIFF seeks monetary damages against DEFENDANTS
7 stemming from DEFENDANTS' lack of promptly complying with PLAINTIFF'S records request
8 pursuant to California Labor Code § 226 and related subsections.

9 2. This case involves multiple unsuccessful attempts to obtain employment records of
10 PLAINTIFF from DEFENDANTS in violation of California Labor Code § 226 and related
11 subsections.

12 3. PLAINTIFF believes, and thereupon alleges, that the DEFENDANTS have in their
13 custody and control documents pertaining to PLAINTIFFS employment.

14 4. Although DEFENDANTS had actual notice and knowledge of these requests by
15 PLAINTIFF, DEFENDANTS have willfully ignored all requests.

16 5. As a direct and proximate result of DEFENDANTS' failure to comply with these
17 requests, PLAINTIFF has been deprived of his employment records under which PLAINTIFF is
18 legally entitled to.

19 **THE PARTIES**

20 6. PLAINTIFF is, and at all times mentioned herein, an individual who resides in Los
21 Angeles County, California. PLAINTIFF was employed by DEFENDANTS.

22 7. PLAINTIFF is informed and believe, and on that basis alleges, that
23 DEFENDANTS, and at all times mentioned herein was, a California corporation with offices
24 located in Los Angeles, California.

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1 16. Labor Code Section 432 provides, "If an employee signs any instrument relating to
2 the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

3 17. Labor Code Section 1198.5 provides that every employee shall be permitted to
4 inspect and obtain a copy of their personnel records upon request

5 18. PLAINTIFF requested in writing by letter via certified first class mail to
6 DEFENDANTS and regular first class mail to DEFENDANTS' California agent for service of
7 process, that DEFENDANTS provide him with his wage and payroll history, all documents signed
8 by PLAINTIFF pursuant to Labor Code Section 432, and a copy of his personnel records pursuant
9 to Labor Code Section 1198.5. Receipts indicate that the correspondence was delivered to
10 Defendant's principal place of business.

11 19. More than 30 days passed since DEFENDANTS received Plaintiff's
12 correspondence requesting documents pursuant to Labor Code Section 432, and a copy of his
13 personnel records pursuant to Labor Code Section 1198.5, yet Defendant has not provided any of
14 the information/documents requested.

15 20. For failure to provide PLAINTIFF with payroll records with 21 days after written
16 request, Plaintiff seeks a \$750 penalty pursuant to Labor Code Section 226(f).

17 21. For failure to provide PLAINTIFF with his personnel file within 30 days after
18 receiving the request Plaintiff seeks a \$750 penalty pursuant to Labor Code Section 1198.5(k).

19 22. PLAINTIFF additionally seeks any additional remedies available to him for
20 violations of Labor Code Sections 226, 432, and 1198.5.

21 23. As a result of DEFENDANTS' conduct, PLAINTIFF was forced to retain an
22 attorney in order to protect his rights and file this action.

23 PRAYER FOR RELIEF

24 WHEREFORE, PLAINTIFF prays for the following relief:

25 a. For reimbursement of the costs, including attorney fees, as afforded under applicable
26 law, including pursuant to Labor Code Section 226(f) and 1198.5(k);

27 b. For civil penalties under Labor Code Section 226(f) and 1198.5(k) as allowed by law;
28

1 c. For court order to comply with statutory demand for Inspection and Copying of
2 Employment Records.

3 d. For such other and further relief as the Court deems just and proper.
4

5 DATED: _____

Haig B. Kazandjian Lawyers, APC

8 _____
9 Haig B. Kazandjian, Esq.
10 Attorney of Plaintiffs
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**HAIG B.
KAZANDJIAN**
LAWYERS | APC

March 17, 2020

VIA US CERTIFIED MAIL

Fitness International, LLC
Agent for Service of Process
C T Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Statutory Demand for Inspection and Copying of Employment Records

Dear Fitness International, LLC,

I am writing on behalf of Elijah Westcott (hereinafter "employee") with respect to his recent employment with your company. Pursuant to California Labor Code §§ 226, 432, and 1198.5, we are requesting that Fitness International, LLC send us copies of all of the following records relating to employee including:

- (1) Any instrument or document signed by employee relating to the obtaining and/or holding of his or her employment, (2) employee personnel file, (3) gross and net wages earned, pay stubs, wage statements, and time records, (4) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification member other than a social security number may be shown on the itemized statement, (5) the name and address of the legal entity that is the employer, (6) any and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, (7) any and all records relating to business-related expense reimbursements, (8) any and all records relating to employee's missed, late, or interrupted meal and/or rest breaks, (9) any and all records relating to overtime worked by employee, including overtime compensation received by employee, (10) any and all arbitration and/or employment agreements signed by employee, if any, (11) any and all settlement/release agreements, and non-compete agreements signed by employee, if any, (12) job description(s) and employee handbook(s), and (13) any and all other records that relate to employee's compensation, time worked/ scheduled, or other employment-related issues.

Additionally, pursuant to Labor Code § 1198.5, we request any and all records relating employee's performance, including but not limited to: performance reviews, promotions, demotions, change of rate(s) of pay, change of job position(s) and/or job title(s), verbal or written warnings, reprimands, discipline or adverse actions.

Additionally, you are required to produce a complete copy of all Employee's records as required by Paragraph 7 of the applicable California Industrial Wage Order, including but not

801 N. BRAND BLVD. SUITE 970 | GLENDALE, CALIFORNIA 91203 | T (818) 696-2306 | F (818) 696-2307

HAIG B.
KAZANDJIAN

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limited to time-sheets documenting all Employee's time in and time out records and pay stubs. Additionally, any agreements signed between you and the Employee including but not limited to an Agreement to Arbitrate.

Labor Code § 226 further provides that "an employer who receives a written or oral request to inspect or copy records...pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Failure to promptly comply with the above demand may result in a seven hundred fifty-dollar (\$750) penalty and may result in employee bringing an action for injunctive relief to ensure compliance, entitling them to an award of costs and reasonable attorney's fees.

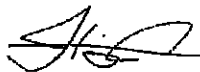
Employee also requests, pursuant to Labor Code § 1198.5, that they be allowed as soon as possible to inspect all records Fitness International, LLC. "maintain relating to the employee's performance or to any grievance concerning the employee..."

Please call me if you have any questions or concerns. I look forward to receiving the requested records at my office promptly so that I can advise employee.

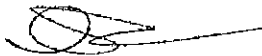
Employee has also signed this request below and is authorizing and consenting to the release of the requested information to this office.

Thank you for your attention to this matter.

Very truly yours,



Haig B. Kazandjian, Esq.



Elijah Westcott

03 / 17 / 2020

Date



August 19, 2020

VIA ELECTRONIC MAIL

Haig@hbklawyers.com

Haig B. Kazandjian, Esq.
HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd, Suite 970
Glendale, CA 91203

RE: ELIJAH WESTCOTT

Dear Mr. Kazandjian:

Pursuant to the Request for Production of Documents of Records, enclosed please find copies of the following documents for the above referenced individual:

- Employee Information/ Dates of Employment/ Notes
- Employment New Hire Information
- Employee Application
- Payroll History
- Timecard

Sincerely,

Christy Pham

Christy Pham
Administrative Assistant Legal/HR
Fitness International, LLC

Enclosures

EXHIBIT B

Employee Scheduler

Employee Time Card for ELIJAH WESTCOTT

Home

Employee: Start Date: 12/23/2019 End Date: 8/19/2020 GO

Date	Club	Position	Work Period	1st Meal Period	2nd Meal Period	Hours Worked
12/23/2019	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
12/24/2019	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 12:00PM	Not Assigned	Not Assigned	4.00
12/26/2019	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
12/27/2019	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
12/29/2019	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
12/30/2019	GLENDAL - BRAND BLVD.	C - Sales	9:00AM - 6:00PM	2:00PM - 3:00PM	Not Assigned	8.00
01/01/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/02/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
01/03/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
01/05/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/06/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/07/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:30PM	User Waived	Not Assigned	9.50
01/08/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/09/2020	GLENDAL - BRAND BLVD.	C - Sales	11:30AM - 8:30PM	3:00PM - 4:00PM	Not Assigned	8.00
01/10/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
01/12/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/13/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/15/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 6:00PM	12:00PM - 1:00PM	Not Assigned	9.00
01/16/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 8:30PM	12:00PM - 1:00PM	Not Assigned	11.50
01/17/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
01/19/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/20/2020	GLENDAL - BRAND BLVD.	C - Sales	8:48AM - 5:48PM	12:00PM - 1:00PM	Not Assigned	8.00
01/22/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/23/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
01/24/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:30PM	2:00PM - 3:00PM	Not Assigned	8.50
01/26/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
01/27/2020	GLENDAL - BRAND BLVD.	C - Sales	8:30AM - 10:00AM	Not Assigned	Not Assigned	1.50
01/29/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:30PM	12:00PM - 1:00PM	Not Assigned	8.50
01/30/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	2:00PM - 3:00PM	Not Assigned	8.00
01/31/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
02/02/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	1:00PM - 2:00PM	Not Assigned	8.00
02/03/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
02/04/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
02/06/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
02/07/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
02/09/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
02/10/2020	GLENDAL - BRAND BLVD.	C - Sales	10:15AM - 7:00PM	2:00PM - 2:45PM	Not Assigned	8.00
02/11/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
02/13/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:15PM	3:00PM - 4:00PM	Not Assigned	8.25
02/14/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
02/16/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:15PM	2:00PM - 3:00PM	Not Assigned	8.25
02/17/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
02/18/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
02/20/2020	GLENDAL - BRAND BLVD.	C - Sales	11:25AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	7.58
02/21/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 8:00PM	2:00PM - 3:00PM	Not Assigned	9.00
02/23/2020	GLENDAL - BRAND BLVD.	C - Sales	10:30AM - 7:00PM	2:00PM - 2:30PM	Not Assigned	8.00
02/24/2020	GLENDAL - BRAND BLVD.	C - Sales	9:50AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.17
02/25/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
02/27/2020	GLENDAL - BRAND BLVD.	C - Sales	11:10AM - 8:00PM	3:00PM - 3:50PM	Not Assigned	8.00
02/28/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
03/01/2020	GLENDAL - BRAND BLVD.	C - Sales	10:05AM - 7:00PM	2:00PM - 2:55PM	Not Assigned	8.00
03/02/2020	GLENDAL - BRAND BLVD.	C - Sales	10:00AM - 7:00PM	2:00PM - 3:00PM	Not Assigned	8.00
03/03/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 5:00PM	12:00PM - 1:00PM	Not Assigned	8.00
03/05/2020	GLENDAL - BRAND BLVD.	C - Sales	11:19AM - 8:00PM	3:00PM - 3:41PM	Not Assigned	8.00

03/06/2020	GLENDAL - BRAND BLVD.	C - Sales	11:00AM - 8:00PM	3:00PM - 4:00PM	Not Assigned	8.00
03/08/2020	GLENDAL - BRAND BLVD.	C - Sales	10:48AM - 7:48PM	2:00PM - 3:00PM	Not Assigned	8.00
03/09/2020	GLENDAL - BRAND BLVD.	C - Sales	10:15AM - 7:15PM	2:00PM - 3:00PM	Not Assigned	8.00
03/10/2020	GLENDAL - BRAND BLVD.	C - Sales	8:00AM - 3:36PM	12:00PM - 1:00PM	Not Assigned	6.60

Total Hours: 460.35