

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

2 haig@hbklawyers.com

3 Cathy Gonzalez, Esq. Bar No.: 310625

4 cathy@hbklawyers.com

5 **HAIG B. KAZANDJIAN LAWYERS, APC**

6 801 North Brand Boulevard, Suite 970

7 Glendale, California 91203

8 Telephone: 1-818-696-2306

9 Facsimile: 1-818-696-2307

10 Attorneys for Plaintiff MARIA ROBLES

11 on behalf of herself and all other aggrieved employees

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

13 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

14 ALFREDO ALVARES, MARIA ROBLES,
15 on behalf of themselves and all “aggrieved
16 employees” pursuant to Labor Code § 2698
17 et seq.,

18 Plaintiffs,

19 vs.

20 DAVALAN SALES, INC, a California
21 corporation; and DOES 1 through 10,
22 inclusive,

23 Defendants.

Case No.: 20STCV17792

*[Assigned for all purposes to Honorable Robert
B. Broadbelt, Dept. 53]*

**DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT OF
STIPULATION AND [PROPOSED] ORDER
APPROVING SETTLEMENT OF CLAIMS,
PERMITTING PLAINTIFF TO FILE A
FIRST AMENDED COMPLAINT, AND
DISMISSING ACTION WITH PREJUDICE**

Complaint Filed: May 11, 2020

Trial Date: Non Currently Scheduled

24 //

25 //

26 //

27 //

28 //

1 I, HAIG B. KAZANDJIAN, declare as follows:

2 1. I am an attorney duly licensed to practice law before all courts of the State of
3 California. I am the principle attorney at Haig B. Kazandjian Lawyers, APC, counsel for Plaintiff
4 Maria Robles ("Plaintiff") in this action. This declaration is submitted in support of the
5 Stipulation and [Proposed] Order Approving Settlement of Claims Permitting Plaintiff Leave to
6 File a First Amended Complaint, And Dismissing Action With Prejudice.

7 2. The settlement agreement was reached through protracted arms-length negotiation
8 involving this case. The PAGA representative class at issue in this case includes 148 hourly,
9 non-exempt employees. The settlement results in \$140,000 for distribution as follows: up to
10 \$12,000 in litigation costs and expenses; up to \$5,000 in administrative costs; \$56,000 in
11 attorney fees; \$10,000 (\$5,000 per Plaintiff) for general release payment to Plaintiffs Alfredo
12 Alvarez and Maria Robles; and a total PAGA Penalty Fund estimated to be \$67,000; will be
13 allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section
14 2699(i) with 75% paid to the LWDA (\$50,250.00) and 25% paid to the Aggrieved Employees on
15 a pro-rata basis (\$16,750.00). See Exhibit B to the Declaration of Evan S. Gaines filed
16 concurrently herewith.

17 3. Plaintiffs Alfredo Alvarez and Maria Robles, signed off on joint
18 prosecution/attorney fee split agreement in writing which provides for allocation as follows: 30%
19 to Haig B. Kazandjian Lawyers, APC (Counsel for Robles); 70% to Gaines & Gaines, APLC
20 (Counsel for Alvarez).

21 4. Plaintiff requests that the Court review and approve any penalties sought as part
22 of a Settlement Agreement pursuant to Lab. Code § 2699(1).

23 5. If the Court deems the PAGA Penalties fair and acceptable, the Parties request
24 that the Court approve the Stipulation and [Proposed] Order Approving Settlement of Claims
25 Permitting Plaintiff Leave to File a First Amended Complaint, And Dismissing Action With
26 Prejudice.

27 6. On October 6, 2020, our office served a PAGA Notice to Defendant Davalan
28

1 Sales, Inc. ("Defendant") and to the California Labor & Workforce Development Agency
2 ("LWDA") of Plaintiff's intent to seek penalties from Davalan Sales, Inc. for violations of the
3 labor code sections, 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5,
4 1182.12, 1194, 1197, 1197.1, 1198, 2802 and 2810.5. Attached hereto as **Exhibit A** is a true and
5 correct copy of the October 6, 2020 PAGA Notice.

6 7. Plaintiff's PAGA Notice advises Defendant that Plaintiff intends to seek penalties
7 for Defendants' alleged failure to provide Plaintiff and all Aggrieved Employees with meal
8 periods, and failure to authorize and permit rest periods, failure to pay legally required overtime,
9 failure to pay minimum wages, failure to timely pay wages upon termination, failure to timely
10 pay wages during employment in accordance with Labor Code section 204, failure to provide
11 complete and accurate wage statements, failure to keep complete and accurate payroll records,
12 failure to pay reporting time pay, and failure to reimburse necessary business-related expenses
13 and costs. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant to Labor
14 Code Section 2698, et seq.

15 8. Thereafter, we learned of the pendency of the PAGA lawsuit filed by Plaintiff
16 Alfredo Alvarez. Subsequently the parties engaged in good faith arm's length negotiations,
17 which resulted in a Settlement Agreement resolving this case. After mediation which took place
18 before Steve Pearl on December 16, 2020, the parties reached an agreement to settle in light of
19 all known facts and circumstances-including Plaintiff, and Plaintiff's Counsel's recognition of
20 the expense and length of continued proceedings necessary to litigate the case through trial and
21 through any possible appeals. Plaintiff also took into account the uncertainty and risk of the
22 outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiff
23 and Counsel also considered the burdens of proof necessary to establish liability of the claims
24 asserted in the case, both generally and in response to Defendant's defenses, and the difficulties
25 in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiff
26 may face difficulty obtaining the cooperation of PAGA Members who are current employees,
27 given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based
28

1 on the foregoing, Plaintiff and Counsel determined that the Settlement set forth in the Agreement
2 is fair, adequate, and reasonable and is in the best interests of the PAGA Members.

3 9. Plaintiff now seeks approval of the PAGA portion of the agreement, which
4 involves 148 aggrieved employees during the PAGA representative period, which initiated on
5 March 5, 2019 and extends until December 31, 2020.

6 10. Per the Settlement Agreement, the amount allocated to the PAGA Settlement is as
7 follows:

8 Plaintiffs' General Release of Individual Claims: \$ 10,000

9 Requested Case Costs: \$ 12,000

10 Claims Administration: \$5,000

11 Attorneys' Fees: \$ 56,000

12 PAGA Penalties Fund: \$ 67,000

13 (\$50,250 to the LWDA; \$16,750 to aggrieved employees)

14 11. Subject to the Court approval of this Settlement, the payment of the Settlement
15 amounts shall be paid as follows:

- 16 • Defendants will fund with the settlement administrator a total of \$140,00.00
17 no later than thirty ("30") calendar days after Court approval of the PAGA
18 Settlement Agreement.
- 19 • No later than ten (15) business days of Court approval, Defendant shall
20 provide the settlement administrator a list of Aggrieved Employee
21 ("Aggrieved Employee List") containing the (1) name; (2) last known home
22 address and telephone number; (3) the Aggrieved Employee's social security
23 number; and (4) the number of pay periods for each Aggrieved Employee
24 during the PAGA Period. The settlement administrator will distribute the
25 checks to the Aggrieved Employees, at a cost not exceeding \$5,000.00, which
26 shall reduce the available PAGA Penalty Fund.

- Provided there is no objection by the LWDA as to any material term of the Settlement Agreement prior to Court Approval of this Settlement, within thirty (30) calendar days of Court Approval, the settlement administrator will cause payment of checks to aggrieved employees, the LWDA, Plaintiffs and Plaintiffs Counsel.
- Settlement checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the settlement administrator will send that uncashed funds to the State of California Department of Industrial Relations Unclaimed Wages Fund in the name of the Aggrieved Employee who did not cash his or her check.

12. I have extensive experience in employment law, particularly in wage-and-hour class actions, believes that the PAGA penalties in this case are fair and reasonable. The Parties arrived at this settlement through arm's length bargaining following a thorough investigation and several months of informal negotiations. At all times, the Parties' negotiations were adversarial and non-collusive.

13. I had to consider the arguments and defenses asserted by Defense Counsel. I also had to assess the risks of moving forward to trial and what this Court would do in awarding penalties if Plaintiff were to prevail at trial. Though Plaintiff believed it unlikely, if Plaintiff lost, no penalties would be awarded. But, even if Plaintiff won, I had to consider that it is in this Court's discretion to award pennies or mere dollars per paystub.

14. After thorough consideration, I eventually concluded that the Settlement is fair and reasonable and that it made sense to settle the matter as opposed to facing the threat that, after protracted litigation, there could be very little recovery, if any, at all. Plaintiff and I submit that the proposed Settlement is fair, adequate, reasonable, and in the best interest of the Parties and the State of California.

15. In December 2011, I obtained a license to practice law from the California State

Bar. From approximately January 2012 to the present, I have been the founder of Law Offices of Haig B. Kazandjian. Since 2017, I have been the founder and principal attorney at Haig B. Kazandjian Lawyers APC. My practice focuses on complex cases involving labor and employment, as well as mass tort claims. Currently I am the attorney of record in several employment-related wage and hour putative class actions and PAGA representative actions.

16. I am well-experienced in wage-and-hour class action litigation as well as PAGA litigation and have gained Final Approval of many wage-and-hour class action cases and PAGA only cases. By way of example, I have acted as lead counsel on the following class and PAGA sample cases which gained Final Approval by the Court: (a) Kalbaklian et al. v. PSI Services LLC (BC637011 – Judge Freeman); (b) Hackett et al. v. Hotei Marketing (BC639589 – Judge Palazeulos); and (c) Shamiryan et al. v. Codemetro (BC683326 – Judge Buckley) (d) Gutierrez et al. v. Foremost Foods Corp. (BC706453 – Judge Mooney); (e) Salinas et al. v. True World Foods Los Angeles (18STCV01288– Judge Nelson); (f) Estrada v. TT Fremont Holding, Inc. (19CHCV00193 – Judge Sandvig); (g) Visket v. LA Solar Group Inc (LS030122 – Judge Cotton); (h) Nicholas v. Rockstar Beverage Corp. (19STCV18234 – Judge Court) and Hill v. Terraces at Park Marino, LP (20GDCV00113).

17. The PAGA Settlement in this case includes attorneys' fees in the amount of \$56,000, which is 40 % of the Gross Settlement Amount of \$140,000.00, and is commensurate with (1) the risk PAGA Counsel took in commencing the case; (2) the time, effort, and expense dedicated to the case; (3) the skill and determination that PAGA Counsel has shown; (4) the results PAGA Counsel have achieved throughout litigation; and (5) the value of the Settlement that PAGA Counsel has achieved for the PAGA Members.

18. I am aware that the common and acceptable rate for contingency representation in wage-and-hour class action litigation is in the range of approximately 33.3% and up to 50%.

19. To date, Haig B. Kazandjian Lawyers, APC has incurred costs of litigation in the amount of \$83.00 and will not receive any compensation until recovery is obtained by Plaintiff and the PAGA Class Members. Under the terms of the Settlement Agreement, the sum of up to

1 \$12,000.00 is available for the reimbursement of PAGA Counsel's litigation costs and expenses.
2 The remaining amount shall be paid to the PAGA Members and the LWDA.

3 20. I submit that the Settlement is fair, reasonable, adequate, and in the best
4 interests of Plaintiffs, the PAGA Members, and the State of California.

5 I declare under penalty of perjury under the laws of the State of California that the
6 foregoing is true and correct.

7 Executed this 5th day of January, 2021, at Glendale, California.

8 
9 Haig B. Kazandjian, Esq

Exhibit A

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

October 6, 2020

BY U.S. CERTIFIED MAIL

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

Davalan Sales, Inc.
Courtesy of James A. Bowles
Hill, Farrer, & Burrill LLP
One California Plaza
300 S. Grand Avenue, 37th Floor
Los Angeles, CA 90071

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
Davalan Sales, Inc.**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Mrs. Maria Robles ("EMPLOYEE") who seeks penalties from Davalan Sales, Inc. ("EMPLOYER"), on her 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 her 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.

Factual Background

EMPLOYER employed EMPLOYEE as an hourly-paid, non-exempt employee at its 1601 Olympic Blvd, Suite 325, Los Angeles, CA 90021 location from approximately November 16, 1998 through October 16, 2019. EMPLOYEE received HER last paycheck on or about October

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

16, 2019: While employed by EMPLOYER, EMPLOYEE worked in the Accounts Payable division, doing administrative work.

EMPLOYEE is informed, believes, and thereupon alleges that Davalan Sales, Inc. is a California corporation doing business in California. EMPLOYER is a wholesale produce distributor. EMPLOYER has approximately 2 business locations in California.

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 timekeeping system and how the employee used the timekeeping system to log her working hours.

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 employs around 80 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 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."

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

HAIG B. KAZANDJIAN

LAWYERS | APC

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 her with her wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of her 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.

More than 30 days passed since EMPLOYER received EMPLOYEE'S correspondence requesting documents pursuant to Labor Code Section 226 and 432, and a copy of her personnel records pursuant to Labor Code Section 1198.5, yet EMPLOYER did not provide complete information and/or all of the documents requested, only providing one year of timesheets and incomplete personnel records.

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).

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.

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.

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 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 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.

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.

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,

HAIG B. KAZANDJIAN

LAWYERS | APC

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.

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.

Attached hereto as "EXHIBIT B" are examples of such violations. This exhibit shows that EMPLOYER records indicate that EMPLOYEE was paid for exactly 24.00 hours of work during the pay period of September 30, 2019 through October 13, 2019. Such whole, round numbers do not occur when EMPLOYER is tracking the actual time that EMPLOYEE spends under EMPLOYER control, but instead when EMPLOYER is merely recording EMPLOYEE's scheduled hours of work.

As a result, EMPLOYEE was not paid for time they spent working before their scheduled hours of work, after their scheduled hours of work, and/or time they spent working during their meal 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 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

HAIG B. KAZANDJIAN

LAWYERS | APC

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 and missed or late meal periods. Accordingly, EMPLOYER did not list the correct amount of gross or net wages earned by EMPLOYEE and other aggrieved employees.

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.

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.

HAIG B. KAZANDJIAN

LAWYERS | APC

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 October 16, 2019.

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.

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.

HAIG B. KAZANDJIAN

LAWYERS | APC

EMPLOYER hired EMPLOYEE on or about November 16, 1998, and EMPLOYEE continued to work for EMPLOYER until on or about October 16, 2019. 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, her rate of pay (including overtime), her right to accrue and request paid sick leave, and her 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.

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

HAIG B. KAZANDJIAN

LAWYERS | APC

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.

Attached hereto as "EXHIBIT B" are examples of such violations. This exhibit shows that EMPLOYEE'S wage statements failed to display time off balances reflecting accrued paid sick leave.

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.

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



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

EXHIBIT A

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

October 11, 2019

VIA US CERTIFIED MAIL

DAVALAN SALES, INC.
Agent for Service of Process
Alan Frick
1601 East Olympic Blvd. Suite 325
Los Angeles, California 90021

Re: Statutory Demand for Inspection and Copying of Employment Records

Dear Davalan Sales, Inc.,

I am writing on behalf of Maria Robles (hereinafter "employee") with respect to their recent employment with your company. Pursuant to California Labor Code §§ 226, 432, and 1198.5, we are requesting that Davalan Sales, Inc. 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) 896-2306 | F (818) 898-2307

HAIG B.
KAZANDJIAN

LAWYERS | APC

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.

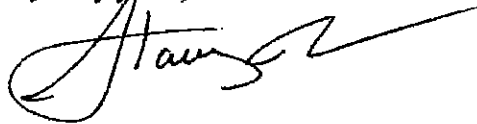
Employee also requests, pursuant to Labor Code § 1198.5, that they be allowed as soon as possible to inspect all records Davalan Sales, Inc. "maintain relating to the employee's performance or to any grievance concerning the employee..."

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.



Maria Robles

10 / 11 / 2019

Date

EXHIBIT B

VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check

Davalan Sales Co Inc
 (213) 623-2500
 1601 B Olympic Blvd Suite 325
 Los Angeles, CA 90021-1957

Check Date
 10/16/2019

Check Number
 510415

Pay this Amount: **One Thousand Two Hundred Twenty-Nine Dollars And Thirty-Six Cents** *****
 Payroll Check ***** **1,229.36**

VOID - This is not a check

Pay to the order of: **Maria Robles**
 5610 Buchanan St
 Los Angeles, CA 90042

VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check

MADE FOR DEPOSIT ONLY **10/16/2019** **510415**

Emp Id	736	Loc	300-DNH	Period Begin	09/30/19	Net Pay	1,229.36
SSN	XXX-XX-7716	Hire Date	11/16/98	Period End	10/13/19		
Clock	XXXX	Status	T	Check Type	Manual	Net Check	1,229.36

EMP EARNINGS

Total Gross Pay	Hours	Rate	Current Amt	Ytd Amt
Regular Earnings	24.00	14,250.00	342.00	18,044.09
Overtime Earnings	0.20	21,375.00	4.28	834.07
Holiday	0.00	0.00	0.00	684.00
Sick	0.00	0.00	0.00	342.00
Vacation	70.14	14,250.00	999.50	2,139.50
401K RR Match	0.00	0.00	0.00	191.32
	94.34		1,345.78	22,843.66

Taxes	Status	Taxable	Current Amt	Ytd Amt
Federal Income Tax	S-1	1,345.78	0.00	1,300.97
OASDI		1,345.78	83.44	1,345.25
Medicare		1,345.78	19.52	314.61
Medicare - Additional		1,345.78	0.00	0.00
California SFTW	S-1	1,345.78	0.00	162.91
CA SDI - Employees		1,345.78	13.45	216.98
			116.41	1,340.72

Other Deductions from Pay	Current Amt	Ytd Amt
401K Employee	0.00	1,500.00
Pre Tax Medical	0.00	346.15
	0.00	1,846.15

Ⓢ This code is shown for information only. It has no effect on your net pay.
 Ⓢ This code is not included in your Federal taxable wages.

EMPLOYEE'S SUMMARY OF EARNINGS

Total Gross Pay	1,345.78
Federal Taxes	-102.96
State and Local Taxes	-13.46
Other Deductions	0.00
Net Pay	1,229.36
Direct Deposits	0.00
Net Check	1,229.36

ADDITIONAL INFORMATION

Time Off Balances	Dollars	Hours
CA Sick		0.00

VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check

Davalan Sales Co Inc
 (213) 623-2500
 1601 E Olympic Blvd Suite 323
 Los Angeles, CA 90021-1957

Check Date: 10/16/2019
 Check Number: 510430

Pay this Amount: Two Hundred Eight Dollars And Twenty-Eight Cents *****

Payroll Check

***** 208.28

VOID - This is not a check

Pay to the order of: **Maria Robles**
 5610 Buchanan St
 Los Angeles, CA 90042

VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check VOID - This is not a check

MARIA ROBLES **October 16, 2019** **10/16/2019**

Emp Id	736	Loc	300-DND	Period Begin	09/30/19	Net Pay	208.28
SSN	XXX-XX-7716	Hire Date	11/16/98	Period End	10/13/19		
Clock	XXXX	Status	T	Check Type	Manual	Net Check	208.28

EMPLOYER INFORMATION

Total Gross Pay	Hours	Rate	Current Amt	Ytd Amt
Regular Earnings	0.00		0.00	18,044.09
Overtime Earnings	0.00		0.00	834.07
Holiday	0.00		0.00	684.00
Sick	16.00	14.250000	228.00	342.00
Vacation	0.00		0.00	2,139.50
401K ER Match	0.00		0.00	191.32
	16.00		228.00	22,043.66

Taxes	Status	Taxable	Current Amt	Ytd Amt
Federal Income Tax	S-1	228.00	0.00	1,300.97
OASDI		228.00	14.14	1,345.25
Medicare		228.00	3.30	314.61
Medicare - Additional		228.00	0.00	0.00
California SITW	S-1	228.00	0.00	162.91
CA SDI - Employer		228.00	2.28	216.98
			19.72	3,340.72

Other Deductions From Pay	Current Amt	Ytd Amt
401K Employee	0.00	1,500.00
Pre Tax Medical	0.00	346.15
	0.00	1,846.15

Ⓢ This code is shown for information only. It has no effect on your net pay.

Ⓢ This code is not included in your Federal taxable wages.

PAYMENT SUMMARY

Total Gross Pay	228.00
Federal Taxes	-17.44
State and Local Taxes	-2.28
Other Deductions	0.00
Net Pay	208.28
Direct Deposits	0.00
Net Check	208.28

OTHER INFORMATION

Time Off Balances	Dollars	Hours
CA Sick		0.00

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Los Angeles State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On January 20, 2021, I served the foregoing document described **DECLARATION OF HAIG B.**
6 **KAZANDJIAN IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT**
7 **OF CLAIMS, PERMITTING PLAINTIFF LEAVE TO FILE A FIRST AMENDED COMPLAINT, AND**
8 **DISMISSING ACTION WITH PREJUDICE** on the interested parties in this action by placing a true copy thereof
9 enclosed in sealed envelopes addressed as follows:

James A. Bowles, Esq. Elissa L. Gysi, Esq. Berenika D. Palys, Esq. HILL, FARRER & BURRILL LLP One California Plaza, 37th Floor 300 South Grand Avenue Los Angeles, CA 90071-3147	Haig B. Kazandjian, Esq. Cathy Gonzalez, Esq. Kevin P. Crough, Esq. HAIG B. KAZANDJIAN LAWYERS APC 801 N Brand Blvd #970 Glendale, CA 91203
--	--

11 On the above date:

12 X (BY X U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
13 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
14 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
15 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
16 meter date is more that one day after date of deposit for mailing in affidavit.

17 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
18 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized
19 carrier or driver authorized by the express carrier to receive documents.

20 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I
21 served the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule 2008
22 of the California Rules of Court. The telephone number of the sending facsimile machine was (818)703-8984 and the
23 telephone number(s) of the receiving facsimile machine was (____) ____-____. A transmission report was properly
24 issued by the sending facsimile machine, and the transmission was reported as complete and without error. Copies of
25 the facsimile transmission cover sheet and the transmission report are attached to this proof of service.

26 _____ (BY PERSONAL DELIVERY) By causing a true copy of the within document(s) to be personally hand-
27 delivered to the office(s) of the addressee(s) set forth above, on the date set forth above.

28 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce
Development Agency via online process at the PAGA Filing website in accordance with the procedure
imposed by the LWDA..

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 20, 2021, at Calabasas, California.

Beatriz Franco
BEATRIZ FRANCO