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on behalf of himself and all other current and former
aggrieved California-based hourly non-exempt employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

FERNANDO ACERO, on behalf of himself and
all other current and former aggrieved
California-based hourly non-exempt employees,

Plaintiff,

vs.

AAA FLAG & BANNER MFG. CO., INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No. **20STCV47301**

PAGA ACTION

**PLAINTIFF FERNANDO ACERO'S
COMPLAINT FOR:**

- 1. CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff FERNANDO ACERO ("Plaintiff"), on behalf of himself and all
other current and former aggrieved California-based hourly non-exempt employees, who alleges
and complains against Defendants AAA FLAG & BANNER MFG. CO., INC.; and DOES 1 to
100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*,
("PAGA") representative action brought by Plaintiff on behalf of himself, all other current and
former aggrieved California-based hourly non-exempt employees, and the State of California
seeking civil penalties associated with Defendants' violations of the Labor Code based on

Defendants' failure to authorize or permit meal periods and/or pay meal period premiums; failure to authorize or permit rest periods and/or pay rest period premiums; failure to timely pay earned wages during employment; failure to provide complete and accurate wage statements; failure to timely pay all earned and unpaid wages due upon separation of employment; and failure to maintain temperatures providing reasonable comfort. After filing the requisite notice with the Labor and Workforce Development Agency ("LWDA"), Plaintiff now seeks the following on a representative basis: civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, all other current and former aggrieved California-based hourly non-exempt employees of Defendants, and the State of California.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees of Defendants, and the State of California in excess of twenty-five thousand dollars (\$25,000); Defendants employed Plaintiff and other current and former aggrieved California-based hourly non-exempt employees in locations throughout California, including Los Angeles County at 8955 National Boulevard, Los Angeles, California 90034; and the injuries to Plaintiff and other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including Los Angeles County.

III. PARTIES

3. Plaintiff brings this action on behalf of himself, all other current and former aggrieved California-based hourly non-exempt employees of Defendants, and the State of California pursuant to PAGA. The named Plaintiff and other aggrieved employees are current, former, and/or future employees of Defendants who work, worked, or will work for Defendants as hourly non-exempt employees in California. At all times mentioned herein, the currently named Plaintiff is and was domiciled in and a resident of California and was employed by Defendants as an hourly non-exempt employee within the one (1) year prior to the filing of the initial PAGA Claim Notice with LWDA.

1 4. Plaintiff is informed and believes, and thereon alleges, that Defendant AAA FLAG
2 & BANNER MFG. CO., INC. is authorized to do business within the State of California and is
3 doing business in the State of California and/or that Defendants DOES 1-33 are, and at all times
4 relevant hereto, were persons acting on behalf of Defendant AAA FLAG & BANNER MFG. CO.,
5 INC. who violated or caused to be violated provisions of the Labor Code and/or the Industrial
6 Welfare Commission's wage orders regulating hours and days of work. Plaintiff is informed and
7 believes, and thereon alleges, that Defendant AAA FLAG & BANNER MFG. CO., INC. was
8 Plaintiff's employer and suffered and permitted Plaintiff and other current and former aggrieved
9 California-based hourly non-exempt employees to work and exercised control over the wages,
10 hours, and working conditions of employment of Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees.

12 5. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 34-
13 66 are corporations, or are other business entities or organizations of a nature unknown to Plaintiff
14 that employed Plaintiff and other current and former aggrieved California-based hourly non-
15 exempt employees to work, and exercised control over the working conditions of employment of
16 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees.

17 6. Plaintiff is informed and believes, and thereon alleges, that Defendants DOES 67-
18 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued individually
19 and in his or her capacity as an agent, shareholder, owner, representative, manager, supervisor,
20 independent contractor and/or employee of each defendant who violated or caused to be violated
21 the Labor Code and/or any provision of the Industrial Welfare Commission's wage orders
22 regulating working conditions.

23 7. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
24 said Defendants by said fictitious names and will amend this Complaint when the true names and
25 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
26 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
27 Defendants is in some manner responsible for the events and allegations set forth in this
28 Complaint.

8. Plaintiff makes the allegations in this Complaint without any admission that Plaintiff bears the burden of pleading, proving, or persuading as to any particular allegation, and Plaintiff reserves all of Plaintiff's rights to plead in the alternative.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

(Against All Defendants and DOE Defendants by Plaintiff)

9. Plaintiff hereby incorporates by reference paragraphs 1-8 above, as if fully set forth below.

10. Pursuant to the applicable Industrial Welfare Commission (“IWC”) Wage Order (“Wage Order”) codified at California Code of Regulations, title 8, section 11010, Defendants were employers of Plaintiff within the meaning of the applicable Wage Order and Labor Code sections. Therefore, each of the Defendants is jointly and severally liable for the wrongs complained of herein in violation of the Wage Order and Labor Code.

11. During the one (1) year preceding the filing of the initial PAGA Claim Notice with LWDA, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, and 1198. Specifically, Defendants committed the following violations of the Labor Code:

12. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length.

13. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh

1 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
2 shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal
3 period is only permitted when: (1) the nature of the work prevents an employee from being
4 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

5 14. If an employer fails to provide an employee a meal period in accordance with the
6 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
7 for each workday that a legally required and compliant meal period was not provided. Labor Code
8 section 226.7; Wage Order 1 at §11.

9 15. In this case, Defendants failed to authorize or permit legally required and compliant
10 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
11 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
12 limited to, failing to authorize or permit Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of
14 no less than thirty (30) minutes for shifts exceeding ten (10) hours.

15 16. Additionally, Defendants maintained a policy, practice, and/or procedure of failing
16 to compensate Plaintiff and other current and former aggrieved California-based hourly non-
17 exempt employees one (1) hour of pay at their regular rate of pay for each workday that Plaintiff
18 and other current and former aggrieved California-based hourly non-exempt employees did not
19 receive legally required and compliant meal periods, in violation of Labor Code section 226.7 and
20 Wage Order 1 at § 11.

21 17. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
22 and other current and former aggrieved California-based hourly non-exempt employees not
23 receiving wages to compensate them for workdays during which Defendants did not provide them
24 with meal periods in compliance with California law.

25 18. **Failure to pay wages to hourly non-exempt employees for workdays that**
26 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
27 current and former aggrieved California-based hourly non-exempt employees regularly worked
28 shifts of more than three-and-a-half (3.5) hours.

1 19. California law requires every employer to authorize and permit an employee a rest
2 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
3 Code section 226.7; Wage Order 1 at §12. Under California law, “[e]mployees are entitled to 10
4 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
5 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
6 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
7 section 226.7; Wage Order 1 at §12. Rest periods, insofar as practicable, shall be in the middle of
8 each work period. Wage Order 1 at §12. Additionally, the rest period requirement “obligates
9 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
10 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
11 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

12 20. If the employer fails to authorize or permit a required rest period, the employer
13 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
14 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
15 Wage Order 1 at § 12.

16 21. In this case, Defendants failed to authorize or permit all legally required and
17 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
18 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
19 limited to, failing to authorize or permit Plaintiff and other current and former aggrieved
20 California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net
21 ten (10) minutes for shifts exceeding ten (10) hours.

22 22. Additionally, Defendants maintained a policy, practice, and/or procedure of failing
23 to compensate Plaintiff and other current and former aggrieved California-based hourly non-
24 exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did
25 not receive legally required and compliant rest periods, in violation of Labor Code section 226.7
26 and Wage Order 1 at § 12.

27 23. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
28 and other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays in which Defendants did not provide them with
2 rest periods in compliance with California law.

3 **24. Failure to timely pay earned wages during employment:** In California, wages
4 must be paid at least twice during each calendar month on days designated in advance by the
5 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
6 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
7 16th and the 26th day of that month and wages earned between the 16th and the last day,
8 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
9 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
10 paid within seven (7) calendar days following the close of the payroll period in which wages were
11 earned. Labor Code section 204(d).

12 **25.** As a derivative of Plaintiff's claims above, Defendants failed to timely pay
13 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
14 earned wages (including meal period premium wages and/or rest period premium wages), in
15 violation of Labor Code section 204. Defendants' aforementioned policies, practices, and/or
16 procedures resulted in their failure to pay Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees their earned wages within the applicable time
18 frames outlined in Labor Code section 204.

19 **26. Failure to provide complete and accurate wage statements:** Labor Code section
20 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
21 employee his or her wages, the employer must "furnish each of his or her employees ... an
22 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
23 employee, except for any employee whose compensation is solely based on a salary and who is
24 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
27 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
28 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the

1 name of the employee and his or her social security number, (8) the name and address of the legal
2 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
3 the corresponding number of hours worked at each hourly rate by the employee.”

4 27. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff
5 and other current and former aggrieved California-based hourly non-exempt employees all wages
6 earned (including meal period premium wages and/or rest period premium wages) rendered
7 Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’
8 wage statements inaccurate, in violation of Labor Code section 226.

9 28. **Failure to pay employees all wages due at time of termination/resignation:** An
10 employer is required to pay all unpaid wages timely after an employee’s employment ends. The
11 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
12 hours of resignation (Labor Code section 202).

13 29. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay
14 Plaintiff and other former aggrieved California-based hourly non-exempt employees all their
15 earned wages (including meal period premium wages and/or rest period premium wages),
16 Defendants failed to pay those employees timely after each employee’s termination and/or
17 resignation, in violation of Labor Code sections 201, 202, and 203.

18 30. **Failure to maintain temperatures providing reasonable comfort:** Labor Code
19 section 1198 requires an employer to comply with the standard conditions of labor for California
20 employees as set forth by the IWC. Section 15 of Wage Order 1, states:

21 (A) The temperature maintained in each work area shall provide reasonable
22 comfort consistent with industry-wide standards for the nature of the process and
the work performed.

23 (B) If excessive heat or humidity is created by the work process, the employer shall
24 take all feasible means to reduce such excessive heat or humidity to a degree
25 providing reasonable comfort. Where the nature of the employment requires a
26 temperature of less than 60° F., a heated room shall be provided to which
employees may retire for warmth, and such room shall be maintained at not less
than 68°.

27 (C) A temperature of not less than 68° shall be maintained in the toilet rooms,
resting rooms, and change rooms during hours of use.

28 (D) Federal and State energy guidelines shall prevail over any conflicting provision
of this section.

1 31. California law requires an employer to endeavor to provide a safe and healthy
2 workplace. (California Code of Regulations, title 8, section 3203). Further, Labor Code section
3 6720 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to
4 propose an indoor heat illness standard by January 1, 2019. (Labor Code section 6720).
5 Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the
6 temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

7 32. At times during the one (1) year prior to the filing of this letter, Defendants
8 subjected Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees to excessive heat and/or humidity in the workplace resulting in temperatures equaling
10 or exceeding eighty-two (82) degrees Fahrenheit. At times during the one (1) year prior to the
11 filing of the initial PAGA Claim Notice, in violation of Labor Code section 1198 and section 15 of
12 Wage Order 1, Defendants failed to provide Plaintiff and other current and former aggrieved
13 California-based hourly non-exempt employees with reasonable comfort by maintaining the
14 indoor temperature within the range of industry standards through Defendants’ policies, practices,
15 and/or procedures including, but not limited to, not providing air conditioning. Plaintiff contends
16 that it was extremely hot inside the plant where Plaintiff and other current and former aggrieved
17 California-based hourly non-exempt employees performed worked, often around ninety (90)
18 degrees Fahrenheit in and around the summer.

19 33. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
20 employee, on behalf of oneself and all other current or former employees, to bring a civil action to
21 recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code
22 section 2699.3.

23 34. Plaintiff has complied with the procedures for bringing suit specified in Labor
24 Code section 2699.3. On October 5, 2020, Plaintiff filed an initial PAGA Claim Notice with
25 LWDA and gave notice to Defendants by certified mail, providing notice of the specific
26 provisions of the Labor Code alleged to have been violated and including the facts and theories to
27 support the violations alleged. A true and correct copy of Plaintiff’s initial PAGA Claim Notice to
28 LWDA and to Defendants is attached hereto as **Exhibit 1**.

1 35. On December 9, 2020, Plaintiff filed an amended PAGA Claim Notice with
2 LWDA and gave notice to Defendants by certified mail, providing notice of the specific
3 provisions of the Labor Code alleged to have been violated and including the facts and theories to
4 support the violations alleged. A true and correct copy of Plaintiff's amended PAGA Claim Notice
5 to LWDA and to Defendants is attached hereto as **Exhibit 2**.

6 36. Pursuant to Labor Code section 2699.3, LWDA must give written notice by
7 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
8 within sixty-five (65) days of the date of the aggrieved employee or representative's written notice
9 and/or the employer may attempt to cure for certain violations. LWDA failed to provide the parties
10 notice within sixty-five (65) days of the date of Plaintiff's initial PAGA Claim Notice that it
11 intended to investigate Plaintiff's claims and/or Defendants failed to cure any of the alleged
12 violations which could have been cured.

13 37. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks civil penalties for
14 Defendants' violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, and 1198, for
15 the one (1) year preceding the filing of the initial PAGA Claim Notice with LWDA, in the
16 following amounts:

17 a. For violations of Labor Code sections 201, 202, 203, 226.7, and 1198: one
18 hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred
19 dollars (\$200) for each employee per pay period for each subsequent violation, as established by
20 Labor Code section 2699(f)(2);

21 b. For violations of Labor Code section 204: one hundred dollars (\$100) for
22 any initial violation for each failure to pay each employee, and for each subsequent violation, or
23 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
24 employee, plus twenty-five percent (25%) of the amount unlawfully withheld, as established by
25 Labor Code section 210;

26 c. For violations of Labor Code section 226, subdivision (a): two hundred fifty
27 dollars (\$250) for each employee for each pay period for the initial violation, and for each
28 subsequent violation, one thousand dollars (\$1,000) for each underpaid employee for each pay

period, as established by Labor Code section 226.3;

d. For violations of Labor Code section 226, subdivision (a): seven hundred fifty dollars (\$750) for each employee, as established by Labor Code section 226, subdivision (f).

e. For violations of Labor Code sections 512: fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period, as established by Labor Code section 558.

38. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON BEHALF OF HIMSELF AND ALL OTHER CURRENT AND FORMER AGGRIEVED CALIFORNIA-BASED HOURLY NON-EXEMPT EMPLOYEES, PRAYS AS FOLLOWS:

1. That Defendants be found to have violated the provisions of the Labor Code and applicable IWC Wage Order as to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees;

2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to, those recoverable under Labor Code sections 2699(a) and (f), 201, 202, 203, 204, 226, 226.7, 512, and 1198;

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under Labor Code section 2699(g); and

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1 4. For other such further relief, in law and/or equity, as the Court deems just or
2 appropriate.

3
4 Dated: December 10, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

5
6 By: /s/ Courtney M. Miller
7 Joseph Lavi, Esq.
8 Vincent C. Granberry, Esq.
9 Courtney M. Miller, Esq.
10 Attorneys for Plaintiff FERNANDO ACERO
11 on behalf of himself and all other current and
12 former aggrieved California-based hourly
13 non-exempt employees
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EXHIBIT 1

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
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October 5, 2020

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

AAA FLAG & BANNER MFG. CO., INC.
c/o Aaron Rudin
GORDON REES
1111 Broadway, Suite 1700
Los Angeles, California 94607
Certified Mail Number: 7019 0700 0002 2123 5052

AAA FLAG & BANNER MFG. CO., INC.
8955 National Boulevard
Los Angeles, California 90034
Certified Mail Number: 7019 0700 0002 2123 5069

From: FERNANDO ACERO, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of AAA FLAG & BANNER MFG. CO., INC.
c/o Joseph Lavi, Esq.
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq.
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Beverly Hills, California 90211

My firm has been retained by aggrieved employee FERNANDO ACERO concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* ("PAGA") against his employer, AAA FLAG & BANNER MFG. CO., INC.

I am filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the Labor Code sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by his Employer. In addition to submitting this letter and paying the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be sent by certified mail to the parties listed above.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee FERNANDO ACERO (“Employee”) was employed by AAA FLAG & BANNER MFG. CO., INC. (“Employer”) as an hourly non-exempt employee from in or around 2003 until on or about May 27, 2020.

1. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums*

First, Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968 If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1 at §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Employer’s policy, practice, and/or procedure of failing to authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for shifts exceeding ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby it failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of

pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums*

Second, Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 1 at § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement "obligates employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 1 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Employer's policy, practice, and/or procedure of failing to authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes for shifts exceeding ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby it failed to pay Employee and other current and former aggrieved California-

based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including meal period premium wages and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

4. *Failure to Timely Pay Final Wages*

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to

pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of Employer’s aforementioned violations of the Labor Code (including failure to pay meal period premium wages and/or rest period premium wages), Plaintiff and other former aggrieved California-based hourly non-exempt employees were not timely paid all their final wages after each employee’s termination and/or resignation, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

5. *Failure to Maintain Temperature Providing Reasonable Comfort*

Labor Code section 1198 requires an employer to comply with the standard conditions of labor for California employees as set forth by the Industrial Welfare Commission (“IWC”). Section 15 of Wage Order 1 states:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

See California Code of Regulations, title 8, section 11090(15). California law requires an employer to endeavor to provide a safe and healthy workplace. California Code of Regulations, title 8, §3203. Further, Labor Code section 6720 required the California Division of Occupational Safety and Health (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. Labor Code section 6720. Cal/OSHA’s draft standard applies its proposed regulations to “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present.”

At times during the one (1) year prior to the filing of this letter, Employee and other current and former hourly non-exempt employees employed by Employer were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding eighty-two (82) degrees Fahrenheit. At times during the one (1) year prior to the filing of this letter in violation of Labor Code section 1198 and section 15 of Wage Order 1, Employer failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards through Employer's policies, practices, and/or procedures including, but not limited to, not providing air conditioning. Employee contends that it was extremely hot inside the plant where Employee and other current and former aggrieved California-based hourly non-exempt employees performed worked, often around 90 degrees Fahrenheit in and around the summer.

6. *Employer's Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, 1198, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP



Courtney M. Miller, Esq.

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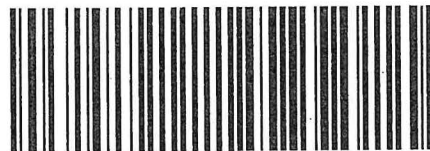
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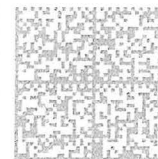
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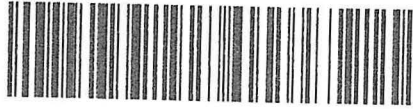
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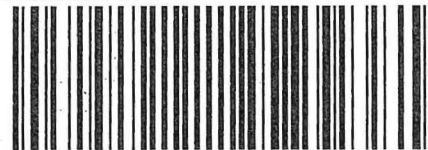
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December 9, 2020

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

LWDA CASE NO. LWDA-CM-808779-20

To: California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

AAA FLAG & BANNER MFG. CO., INC.
c/o Aaron Rudin
GORDON REES
1111 Broadway, Suite 1700
Los Angeles, California 94607
Certified Mail Number: 7020-1810-0000-4148-8217

AAA FLAG & BANNER MFG. CO., INC.
8955 National Boulevard
Los Angeles, California 90034
Certified Mail Number: 7020-1810-0000-4148-8224

From: FERNANDO ACERO, on behalf of himself and all other current and former aggrieved California-based hourly non-exempt employees of AAA FLAG & BANNER MFG. CO., INC.
c/o Joseph Lavi, Esq.
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq.
Email: vgranberry@lelawfirm.com
Courtney M. Miller, Esq.
Email: cmiller@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211

INTRODUCTION

Our firm has been retained by aggrieved employee FERNANDO ACERO (“Employee”) concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) against his employer, AAA FLAG & BANNER MFG. CO., INC.

Employee originally filed his initial PAGA Claim Notice with the Labor and Workforce Development Agency (“LWDA”) on October 5, 2020. This amended PAGA Claim Notice shall relate back to Employee’s Initial PAGA Claim Notice filed with LWDA on October 5, 2020, LWDA Case No. LWDA-CM-808779-20.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee FERNANDO ACERO (“Employee”) was employed by AAA FLAG & BANNER MFG. CO., INC. (“Employer”) as an hourly non-exempt employee from in or around 2003 until on or about May 27, 2020.

1. *Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7 and/or Failure to Pay Meal Period Premiums*

First, Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee’s activities prior to the employee’s sixth hour of work. Labor Code sections 226.7, 512; Wage Order 1 at §11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968 If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code section 226.7; Wage Order 1 at §11.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer’s policies, practices, and/or procedures including, but not limited to, the following:

- Employer's policy, practice, and/or procedure of failing to authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty (30) minutes for shifts exceeding ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby it failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 11.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay meal period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

2. *Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums*

Second, Employee alleges that during his employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof..." Wage Order 1 at § 12. "Employees are entitled to 10 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code section 226.7. Additionally, the rest period requirement "obligates employer to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code section 226.7; Wage Order 1 at § 12.

Employee alleges that Employer failed to authorize or permit him and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Employer's policy, practice, and/or procedure of failing to authorize or permit Employee and other current and former aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest period of a net ten (10) minutes for shifts exceeding ten (10) hours.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby it failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 1 at § 12.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will seek statutory penalties under Labor Code section 226(a)(1) because the failure to pay rest period premiums and/or pay rest period premiums rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and in violation of Labor Code section 226(e)(2)(B)(i).

3. *Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204*

Employee alleges that during his employment, Employer failed to timely pay Employee's and other current and former aggrieved California-based hourly non-exempt employees' earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code section 204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay his and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including meal period premium wages and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former

aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

4. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that “[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee....”

Employee alleges that as a derivative of Employee’s claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved California-based hourly non-exempt employees who were subject to Employer’s control for uncompensated time and who did not receive all their earned wages (including meal period premium wages and/or rest period premium wages), in violation of Labor Code section 226.

Based on these violations, Employee will seek civil penalties under Labor Code section 226.3, and PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

5. *Failure to Timely Pay Final Wages*

Labor Code section 201(a) states that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202(a) continues, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter....” Finally, Labor Code section 203(a) provides, “[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days....”

As a result of Employer’s aforementioned violations of the Labor Code (including failure to pay meal period premium wages and/or rest period premium wages), Employee and other former

aggrieved California-based hourly non-exempt employees were not timely paid all their final wages after each employee's termination and/or resignation, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties under PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

6. *Failure to Maintain Temperature Providing Reasonable Comfort*

Labor Code section 1198 requires an employer to comply with the standard conditions of labor for California employees as set forth by the Industrial Welfare Commission ("IWC"). Section 15 of Wage Order 1 states:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where the nature of the employment requires a temperature of less than 60° F., a heated room shall be provided to which employees may retire for warmth, and such room shall be maintained at not less than 68°.

(C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting rooms, and change rooms during hours of use.

(D) Federal and State energy guidelines shall prevail over any conflicting provision of this section.

See California Code of Regulations, title 8, section 11090(15). California law requires an employer to endeavor to provide a safe and healthy workplace. California Code of Regulations, title 8, §3203. Further, Labor Code section 6720 required the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. Labor Code section 6720. Cal/OSHA's draft standard applies its proposed regulations to "all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit when employees are present."

At times during the one (1) year prior to the filing of this letter, Employee and other current and former hourly non-exempt employees employed by Employer were subjected to excessive heat and/or humidity resulting in temperatures equaling or exceeding eighty-two (82) degrees Fahrenheit. At times during the one (1) year prior to the filing of this letter in violation of Labor Code section 1198 and section 15 of Wage Order 1, Employer failed to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with

reasonable comfort by maintaining the indoor temperature within the range of industry standards through Employer's policies, practices, and/or procedures including, but not limited to, not providing air conditioning. Employee contends that it was extremely hot inside the plant where Employee and other current and former aggrieved California-based hourly non-exempt employees performed worked, often around 90 degrees Fahrenheit in and around the summer.

7. *Employer's Other Violations of the California Labor Code*

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

My client intends to file a representative action pursuant to PAGA concerning his wage claims as warranted by Employer's violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1198, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client's claims for civil penalties associated with Employer's violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

Courtney Miller

Courtney M. Miller, Esq.

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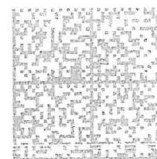
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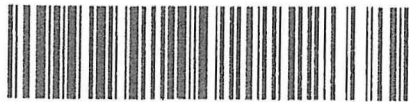
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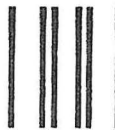
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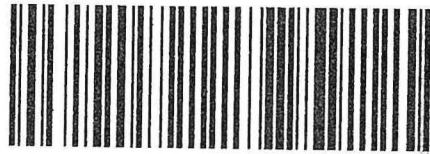
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