

HAIG B. KAZANDJIAN LAWYERS, APC

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

haig@hbklawyers.com

Cathy Gonzalez, Esq., Bar No.: 310625

cathy@hbklawyers.com

Kevin Crough, Esq., Bar No.: 323904

kevin@hbklawyers.com

801 North Brand Boulevard, Suite 970

Glendale, California 91203

Telephone: 1-818-696-2306

Facsimile: 1-818-696-2307

Attorneys for Plaintiff TURQUOISE MARTIN

individually and on behalf of all other AGGRIEVED EMPLOYEES

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

TURQUOISE MARTIN, an individual, on behalf of herself and all other AGGRIEVED EMPLOYEES

Plaintiff,

vs.

APARTMENT MANAGEMENT CONSULTANTS, L.L.C.; SANDRA MCMURRAY, an individual; and DOES 1 through 100, inclusive,

Defendants.

Case No.

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

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

Plaintiff TURQUOISE MARTIN (hereinafter referred to as “REPRESENTATIVE PLAINTIFF”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and was employed by APARTMENT MANAGEMENT CONSULTANTS, L.L.C. (“AMC, LLC”),

1 from on or about February 11, 2020 until on or about December 31, 2020.

2 2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that at all times mentioned herein, AMC, LLC is a Utah Limited
4 Liability Company licensed to do business and actually doing business in the State of California.

5 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
6 information and belief, alleges that AMC, LLC is a comprehensive property management
7 company, and have over 160 properties and throughout California. Thus, AMC, LLC is subject to
8 the applicable California laws as alleged throughout this Complaint.

9 4. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
10 alleges, that DEFENDANT SANDRA MCMURRAY (hereinafter, "DEFENDANT
11 MCMURRAY") is an individual who resides in the State of California and the County of San
12 Bernardino. DEFENDANT MCMURRAY was and is an agent of DEFENDANTS, and in that
13 capacity was and is responsible for overseeing and implementing DEFENDANTS timekeeping
14 policies and procedures that REPRESENTATIVE PLAINTIFF and the other AGGRIEVED
15 EMPLOYEES were made to follow.

16 5. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
17 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
18 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
19 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
20 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF is
21 informed and believes, and based thereon alleges, that said fictitiously-named DEFENDANTS are
22 responsible in some manner for the injuries and damages to REPRESENTATIVE PLAINTIFF and
23 the other AGGRIEVED EMPLOYEES as further alleged herein.

24 6. The term "DEFENDANTS" used throughout this Complaint includes all named
25 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
26 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
27 this Complaint as DOES 1 through 100, inclusive.

28 ///

1 7. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
2 either of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
3 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
4 employees who worked for all DEFENDANTS only.

5 8. The definition of “employer” for purposes of the California Labor Code includes
6 irregular working arrangements, and was specifically drafted in order to prevent evasion and
7 subterfuge of California’s labor laws. To that end, REPRESENTATIVE PLAINTIFF is informed
8 and believes, and based thereon alleges, that DEFENDANTS, including any as of now unknown
9 entities, must be classified as joint-employers for purposes of liability for civil penalties under the
10 Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil
11 penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and
12 the other AGGRIEVED EMPLOYEES.

13 9. This is only a Private Attorney General Action Complaint, pursuant to California
14 Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other
15 persons similarly situated who worked for DEFENDANTS in their California locations as non-
16 exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

17 (i) failure to pay overtime and double time in violation of Labor Code sections 510 and
18 the applicable Wage Orders;

19 (ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7,
20 512(a), and the applicable Wage Orders;

21 (iii) failure to pay minimum wage in violation of Labor Code sections 1182.12, 1194,
22 1197, 1197.1, and the applicable Wage Orders;

23 (iv) failure to keep accurate payroll records and provide itemized wage statements in
24 violation of Labor Code sections 226(a), 1174(d), 1198 and the applicable Wage Orders;

25 (v) failure to pay all wages earned on time in violation of Labor Code section 204;

26 (vi) failure to pay all wages earned upon discharge or resignation in violation of Labor
27 Code sections 201, 202, and 203;

28 ///

1 (vii) failure to provide basic information at the time of hiring and when employment
2 changes occur in violation of Labor Code section 2810.5(a)(1)(A)-(C) (Wage Theft Prevention
3 Act).

4 (viii) failure to reimburse necessary, business-related expenses in violation of Labor Code
5 sections 2800 and 2802;

6 (ix) failure to provide notice of paid sick time and accrual in violation of Labor Code
7 section 246;

8 (x) employers, and individuals acting on behalf of employers, violating or causing to be
9 violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

10 **VENUE AND JURISDICTION**

11 10. Venue is proper in this judicial district pursuant to California Code of Civil
12 Procedure section 395 and under California Government Code section 12965(b), in that
13 REPRESENTATIVE PLAINTIFFS' injuries were incurred within the County of Los Angeles, the
14 actions giving rise to REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of
15 Los Angeles and DEFENDANTS are located in the County of Los Angeles.

16 11. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
17 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

18 **SCOPE**

19 12. The "AGGRIEVED EMPLOYEES" are DEFENDANTS current and former hourly-
20 paid, non-exempt employees, who either were or are employed in the State of California from
21 February 9, 2020 through the date of judgment in this action.

22 **STATEMENT OF FACTS**

23 13. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS as a Property
24 Manager on or about February 11, 2020. REPRESENTATIVE PLAINTIFF worked for
25 DEFENDANTS up until on or about December 31, 2020 and received a final pay check on or
26 about December 31, 2020.

27 14. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and other
28 AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent in this

1 action, working as non-exempt, hourly-paid employees were regularly required to work off-the-
2 clock, and/or during their rest and/or meal periods.

3 15. REPRESENTATIVE PLAINTIFF filed a PAGA Notice on February 9, 2021 by
4 serving a PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
5 Code section 2699.3. As of April 15, 2021, 65 Days after REPRESENTATIVE PLAINTIFF's
6 PAGA Notice, REPRESENTATIVE PLAINTIFF has not received correspondence from the
7 LWDA regarding its intent to investigate PLAINTIFF's claims.

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

14 17. During the relevant time period, REPRESENTATIVE PLAINTIFF and other
15 AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in
16 a workday and/or 40 hours in a workweek.

17 18. DEFENDANTS routinely required REPRESENTATIVE PLAINTIFF and the other
18 AGGRIEVED EMPLOYEES to perform work tasks before and/or after their scheduled shifts,
19 and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence,
20 DEFENDANTS willfully failed to pay REPRESENTATIVE PLAINTIFF and the other
21 AGGRIEVED EMPLOYEES all of the wages to which they were entitled.

22 19. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
23 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
24 for each work day that a legally compliant meal and/or rest break was not provided. Employers
25 cannot require, cause, or permit an employee to work more than five (5) hours per day without
26 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
27 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
28 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to

properly record a valid meal period, it is presumed that no meal period was provided. Furthermore, no employer shall require an employee to work during any rest period. Rest periods requirements are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4) hours, or major fraction thereof, that employee worked.

20. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with the required rest and meal break periods. REPRESENTATIVE PLAINTIFF 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 DEFENDANTS.

21. REPRESENTATIVE PLAINTIFF 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 DEFENDANTS.

22. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that any purported appearance of meal and rest break compliance is because DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES in an attempt to hide the aforementioned infractions. DEFENDANTS, 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 were legally non-compliant, and/or otherwise falsified or altered timekeeping records.

23. DEFENDANTS knew, or should have known, that their behavior caused REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still chose not to pay meal and rest period premiums required by law.

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

4 (1) For any employer who employs 26 or more employees:

5 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

6 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

7 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

8 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

9 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

10 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

11 (2) For any employer who employs 25 or fewer employees:

12 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

13 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

14 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

15 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

16 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

17 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

18 25. The minimum wage standard applies to each hour employees worked for which they
19 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
20 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
21 an average hourly wage above minimum wage.

22 26. As alleged throughout this Complaint, due to the company-wide failures of
23 DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
24 forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest
25 breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE
26 PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified
27 timekeeping records to hide this fact.

28 ///

1 27. California Labor Code 226(a) requires employers to create and provide true and
2 accurate employment records to employees. California Labor Code section 226(e) provides that if
3 an employer fails to furnish an employee with same, the employee is entitled to recover the greater
4 of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each
5 subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any
6 employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and
7 \$1,000 per employee for each subsequent violation.

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

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

16 30. DEFENDANTS knowingly provided employees with records that do not meet the
17 statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and
18 accurately document, among other things, employees off-the-clock work. As a result,
19 DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by
20 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

21 31. The statements in question are deficient in many other ways, including, but not
22 limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers
23 of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate,
24 failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID
25 properly, failure to list the full legal name and address of the employer, failure to list inclusive
26 dates for which employees are paid, failure to provide employees with the ability to easily access
27 wage statements and get hard copies at no expense to the employee, and/or failure to state all hours
28 worked as a result of off-the-clock work.

1 32. DEFENDANTS willfully failed to maintain accurate payroll records for
2 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
3 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-
4 the-clock work. DEFENDANTS' failure makes it impossible for REPRESENTATIVE
5 PLAINTIFF and other AGGRIEVED EMPLOYEES to accurately determine the extent of their
6 underpayment, thereby causing further injuries to each of them.

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

9 34. As a result of the numerous company-wide failures of DEFENDANTS as described
10 throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and
11 other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: minimum
12 wages, overtime wages, double time wages, split shift pay and/or reporting time pay within the
13 statutorily required time period.

14 35. California Labor Code sections 201, 202, and 203 provide that employees who are
15 terminated are due all wages earned immediately. Employees who resign their employment without
16 giving 72-hours' notice are due all wages earned within 72 hours of their resignation. Employees
17 who resign their employment giving 72-hours' notice are entitled to all wages earned at the time
18 their resignation becomes effective.

19 36. DEFENDANTS terminated their employment relationship with
20 REPRESENTATIVE PLAINTIFF on December 31, 2020. Accordingly, REPRESENTATIVE
21 PLAINTIFF was due all wages earned immediately.

22 37. When REPRESENTATIVE PLAINTIFF finally received REPRESENTATIVE
23 PLAINTIFF's final paycheck, that final paycheck was legally deficient in that it did not account for
24 all wages earned despite DEFENDANTS knowing that such wages were due to
25 REPRESENTATIVE PLAINTIFF. Due to the company-wide failures of DEFENDANTS as
26 described throughout this Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED
27 EMPLOYEES timely wages upon their discharge or resignation.

28 ///

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

10 39. DEFENDANTS hired REPRESENTATIVE PLAINTIFF on or about February 11,
11 2020, and REPRESENTATIVE PLAINTIFF continued to work for DEFENDANTS until on or
12 about December 31, 2020. During that time, changes, including, but not limited to, raises,
13 promotions, title changes, relocations, and new and additional assignments were earned by and/or
14 assigned to REPRESENTATIVE PLAINTIFF. As a result of each of these, changes occurred to
15 REPRESENTATIVE PLAINTIFF's employment as defined by Labor Code 2810.5(a)(1)(A)-(C)
16 and the Wage Theft Prevention Act.

17 40. When hired and each time such changes to REPRESENTATIVE PLAINTIFF and
18 other AGGRIEVED EMPLOYEES employment occurred, DEFENDANTS were required to
19 furnish documents to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
20 with such basic information and written notice of, among other things, their rate of pay (including
21 overtime), their right to accrue and request paid sick leave, and their right to file a complaint
22 against DEFENDANTS should they infringe upon such rights. DEFENDANTS failed to furnish
23 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES with such written
24 notices as required.

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

28 ///

1 42. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
2 directed and expected to incur personal expenses on behalf of DEFENDANTS while performing
3 their job duties. Such personal expenses include, but are not limited to: use of personal cell phone,
4 travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other
5 AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties
6 absent incurring these personal expenses. DEFENDANTS failed to indemnify
7 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary
8 expenditures or losses accordingly.

9 43. California Labor Code section 246 provides that an employee who works for the
10 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
11 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
12 commencement of employment. Employers must provide employees with written notice setting the
13 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
14 statements (as described in Labor Code section 226) or in a separate writing accompanying such
15 wage statements.

16 44. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about
17 February 11, 2020 and worked for DEFENDANTS until on or about December 31, 2020.
18 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for
19 DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as
20 described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE
21 PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a
22 separate writing accompanying such wage statements, the amount of sick leave available to
23 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

24 45. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
25 that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED
26 EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally
27 compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes,
28

1 and based thereon alleges, that these practices were experienced and continue to be experienced by
2 the other AGGRIEVED EMPLOYEES.

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

- 6 • \$50 for any initial violation for each underpaid employee for each pay period for
7 which the employee was underpaid in addition to an amount sufficient to recover
8 unpaid wages;
- 9 • \$100 for each subsequent violation for each underpaid employee for each pay period
10 for which the employee was underpaid in addition to an amount to recover unpaid
11 wages;

12 47. Labor Code section 558.1 permits joint and several liability as to both an individual
13 and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code
14 section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

15 48. DEFENDANTS are employers, and DEFENDANT MCMURRAY, acting on behalf
16 thereof, violated REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' rights
17 by violating, or causing to be violated, various sections of this code as described throughout this
18 Complaint.

19 **FIRST CAUSE OF ACTION**

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

21 **(By REPRESENTATIVE PLAINTIFF Against DEFENDANT(S) and Does 1 through 10,**
22 **inclusive)**

23 49. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations
24 contained in each of the preceding paragraphs and each and every part thereof with the same force
25 and effect as though fully set forth herein.

26 50. PAGA expressly establishes that any provisions of the California Labor Code which
27 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
28 divisions, commissions, boards, agencies or employees for a violation of the California Labor

1 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
2 himself or herself, and other current or former employees.

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

7 52. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt
8 employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code
9 section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of
10 the alleged violations was committed against them.

11 **Failure to Pay Overtime / Double Time**

12 53. DEFENDANTS failure to pay legally required overtime and double time wages to
13 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the
14 Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor Code
15 sections 510 and 1198.

16 **Failure to Provide Meal and Rest Periods**

17 54. DEFENDANTS failure to provide legally required meal and rest periods to
18 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
19 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
20 applicable Wage Orders.

21 **Failure to Pay Minimum Wages**

22 55. DEFENDANTS failure to pay legally required minimum wages to
23 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
24 and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1,
25 and the applicable Wage Orders.

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

27 56. DEFENDANTS failure to keep accurate and provide itemized wage statements to
28 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful

1 and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

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

3 57. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
4 and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or
5 unfair activity prohibited by California Labor Code section 204.

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

7 58. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF
8 and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair
9 activity prohibited by California Labor Code sections 201, 202, and 203.

10 **Failure to Provide Information Required by the Wage Theft Prevention Act**

11 59. DEFENDANTS failure to provide basic information to REPRESENTATIVE
12 PLAINTIFF and other AGGRIEVED EMPLOYEES related to the conditions of their pay and their
13 rights regarding sick leave constitutes unlawful and/or unfair activity prohibited by California
14 Labor Code section 2810.5(a)(1)(A)-(C).

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

16 60. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other
17 AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes
18 unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

19 **Failure to Provide Notice of Paid Sick Time and Accrual**

20 61. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other
21 AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written
22 notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their
23 itemized wage statements or in a separate writing accompanying such statements constitutes
24 unlawful and/or unfair activity prohibited by California Labor Code section 246.

25 **Civil Penalties**

26 62. DEFENDANT MCMURRAY'S actions, as outlined above, on behalf of
27 DEFENDANTS that violated, or caused to be violated, the above-mentioned labor codes constitute
28 unfair and/or unlawful activity in violation of California Labor Code section 558(c). California

1 Labor Code section 558(c) specifically clarifies that penalties in this section are in addition to any
2 other civil penalty.

3 63. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF,
4 individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover
5 penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully
6 described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor
7 Code section 218.5, including but not limited to:

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

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

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

21 d. Any and all additional penalties and sums as provided by the California
22 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
23 California Labor Code 558(a).

24 64. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
25 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
26 Agency for the enforcement of labor laws and education of employers and employees about their
27 rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

28 65. Further, REPRESENTATIVE PLAINTIFF is entitled to seek and recover

1 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and
2 2699 and any other applicable statute.

3 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent
4 request relief as described below:

5 **PRAYER**

6 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against
7 DEFENDANTS, and Does 1 through 100, and each of them, as follows:

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

13
14 Dated: April 16, 2021

HAIG B. KAZANDJIAN LAWYERS, APC.

15
16 By: /s/ Haig Kazandjian
17 Haig B. Kazandjian, Esq.,
18 Cathy Gonzalez, Esq.,
19 Kevin Crough, Esq.,
20 Attorneys for Plaintiff TURQUOISE
21 MARTÍN
22 Individually and on behalf of other
23 AGGRIEVED EMPLOYEES
24
25
26
27
28