

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Robert Broadbelt

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on behalf of herself and current and former aggrieved employees

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

CHRISTYANA M. COOPER, on behalf of  
herself and other aggrieved employees,

Plaintiff,

vs.

SERVICON SYSTEMS, INC.; and DOES 1 to  
100, inclusive,

Defendants.

Case No.: **21STCV19452**

**PAGA ACTION**

**PLAINTIFF CHRISTYANA M.  
COOPER’S COMPLAINT FOR  
DAMAGES AND RESTITUTION FOR:**

- 1. CIVIL PENALTIES PURSUANT  
TO THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004  
(“PAGA”), LABOR CODE  
SECTION 2698, *et seq.***

**COMES NOW** Plaintiff CHRISTYANA M. COOPER(“Plaintiff”), who alleges and  
complains against Defendants SERVICON SYSTEMS, INC. and DOES 1 to 100, inclusive  
(collectively “Defendants”) as follows:

**I. INTRODUCTION**

1. This is a Private Attorneys’ General Act of 2004, Lab. Code § 2698, *et seq.*  
 (“PAGA”) representative action brought by Plaintiff on behalf of the State of California, herself,  
and other current and former aggrieved employees of Defendants who worked as hourly, non-  
exempt employees, in California during the relevant time period seeking civil penalties associated  
with Defendants’ violation of the Labor Code based on Defendant’s failure to pay minimum

1 wages for all hours worked; failure to authorize or permit all legally required and/or legally  
2 compliant meal periods or pay meal period premium wages; failure to authorize or permit all  
3 legally required and/or legally compliant rest periods or pay rest period premium wages; failure to  
4 provide indemnification for all necessary expenditures or losses incurred by employees in direct  
5 consequence of discharging their duties; statutory penalties for failure to timely pay earned wages  
6 during employment; statutory penalties for failure to provide accurate wage statements; statutory  
7 waiting time penalties in the form of continuation wages for failure to timely pay employees all  
8 wages due upon separation of employment. Plaintiff seeks on a representative basis, following  
9 notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorney's  
10 fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State  
11 of California, and other aggrieved California-based current and former employees of Defendants.

## 12 **II. JURISDICTION AND VENUE**

13         2. This Court has jurisdiction over Plaintiff and other current and former aggrieved  
14 employees of Defendants' claims because Plaintiff's lawsuit seeks damages in excess of \$25,000  
15 and Defendants employed Plaintiff and other current and former aggrieved employees, and  
16 injuries, occurred in locations in California including but not limited to Los Angeles County at  
17 3965 Landmark St. Culver City, CA 90232.

## 18 **III. PARTIES**

19         3. Plaintiff brings this action as a representative of the Labor and Workforce  
20 Development Agency on behalf of herself and other current and former employees subject to  
21 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
22 filed include current, former and/or future employees of Defendants who worked, work, or will  
23 work for Defendants as non-exempt hourly employees in California. At all times mentioned  
24 herein, the currently named Plaintiff is and was domiciled and a resident and citizen of California  
25 and has been employed by Defendants in an hourly position at Defendants' place of business  
26 located in Los Angeles from approximately February 2017 through the present.

27         4. Plaintiff is informed and believes and thereon alleges that Defendant SERVICON  
28 SYSTEMS, INC. is authorized to do business within the State of California and is doing business

1 in the State of California and/or that Defendants DOES 1-50 are, and at all times relevant hereto  
2 were persons acting on behalf of Defendant SERVICON SYSTEMS, INC. in the establishment of,  
3 or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant  
4 SERVICON SYSTEMS, INC. operates in Los Angeles County and employed Plaintiff and  
5 putative class members in Los Angeles County, including but not limited to, at 3965 Landmark St.  
6 Culver City, CA 90232.

7 5. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
8 through 75 are corporations, or are other business entities or organizations, of a nature unknown to  
9 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
10 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and  
11 working conditions of employment of Plaintiff and aggrieved employees.

12 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 76  
13 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
14 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
15 supervisor, independent contractor and/or employee of each defendant who violated or caused to  
16 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of  
17 the Industrial Welfare Commission's wage orders regulating hours and days of work.

18 7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff  
19 sues said defendants by said fictitious names, and will amend this complaint when the true names  
20 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as  
21 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously  
22 named defendants is in some manner responsible for the events and allegations set forth in this  
23 complaint.

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

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

3 **GENERAL ACT OF 2004, LABOR CODE SECTION 2698, et seq.**

4 **(Against all Defendants)**

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

7 10. During the period beginning one-year period preceding the sending of the initial  
8 notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 226,  
9 226.7, 512, 1194, 1197, and Section 15 of the applicable Wage Orders.

10 11. Specifically, Defendants have committed the following violations of California  
11 Labor Code:

12 12. **Failure to pay wages for all hours worked at the legal minimum wage:**  
13 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt  
14 employees. In California, an employer is required to pay hourly employees for all “hours worked,”  
15 which includes all time that an employee is under control of the employer and all time the  
16 employee is suffered and permitted to work. This includes the time an employee spends, either  
17 directly or indirectly, performing services which inure to the benefit of the employer.

18 13. Labor Code sections 1194 and 1197 require an employer to compensate employees  
19 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the  
20 Wage Orders.

21 14. In this case, Plaintiff and other current and former aggrieved California-based  
22 hourly non-exempt employees worked more minutes per shift than Defendants credited them with  
23 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former  
24 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum  
25 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but  
26 not limited to:

27 (a) Requiring Plaintiff and other current and former aggrieved California-based  
28 hourly non-exempt employees to be remain on-call and available during their meal periods

1 including, but not limited to, requiring Plaintiff and other current and former aggrieved California-  
2 based hourly non-exempt employees to be on-duty and available by pager during meal periods  
3 without paying them for that time.

4 15. Therefore, Defendants suffered, permitted, and required Plaintiff and other current  
5 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants'  
6 control without paying wages for that time. This resulted in Plaintiff and other current and former  
7 aggrieved California-based hourly non-exempt employees working time for which they were not  
8 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable  
9 Wage Order.

10 16. **Failure to pay wages to hourly non-exempt employees for workdays that**  
11 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other  
12 current and former aggrieved California-based hourly non-exempt employees regularly worked  
13 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

14 17. California law requires an employer to authorize or permit an employee an  
15 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of  
16 all duties and the employer relinquishes control over the employee's activities prior to the  
17 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*  
18 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an  
19 employee for a work period of more than ten (10) hours per day without providing the employee  
20 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh  
21 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period  
22 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal  
23 period is only permitted when: (1) the nature of the work prevents an employee from being  
24 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

25 18. If an employer fails to provide an employee a meal period in accordance with the  
26 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay  
27 for each workday that a legally required and compliant meal period was not provided. Labor Code  
28 section 226.7; Wage Order 9 at §11.

1           19.     In this case, Defendants failed to authorize or permit legally required and compliant  
2 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-  
3 exempt employees due to Defendants' policies, practices, and/or procedures, including but not  
4 limited to:

5                   (a)     Requiring Plaintiff and other current and former aggrieved California-based  
6 hourly non-exempt employees to remain on-call and available during their meal periods,  
7 including, but not limited to, requiring Plaintiff and other current and former aggrieved California-  
8 based hourly non-exempt employees to be available by pager during meal periods, resulting in  
9 meal periods that were not duty-free and/or less than thirty (30) minutes; and

10                   (b)    Failing to authorize or permit Plaintiff and other current and former  
11 aggrieved California-based hourly non-exempt employees a second uninterrupted duty-free meal  
12 period of no less than thirty (30) minutes for shifts exceeding ten (10) hours.

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

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

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

27           23.     California law requires every employer to authorize and permit an employee a rest  
28 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor

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

10 24. If the employer fails to authorize or permit a required rest period, the employer  
11 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday  
12 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;  
13 Wage Order 9 at § 12.

14 25. In this case, Defendants failed to authorize or permit all legally required and  
15 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly  
16 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not  
17 limited to:

18 (a) Requiring Plaintiff and other current and former aggrieved California-based  
19 hourly non-exempt employees to remain on-call and be available during the rest periods,  
20 including, but not limited to, requiring Plaintiff and other current and former aggrieved California-  
21 based hourly non-exempt employees to be available by pager during rest periods, resulting in rest  
22 periods that were not duty-free and/or were less than a net (10) minutes; and

23 (b) failing to authorize or permit Plaintiff and other current and former  
24 aggrieved California-based hourly non-exempt employees a third uninterrupted duty-free rest  
25 period of a net ten (10) minutes for shifts exceeding ten (10) hours.

26 26. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or  
27 procedure of failing to compensate Plaintiff and other current and former aggrieved California-  
28 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each

1 workday they did not receive legally required and compliant rest periods, , in violation of Labor  
2 Code section 226.7.

3 27. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff  
4 and other current and former aggrieved California-based hourly non-exempt employees not  
5 receiving wages to compensate them for workdays in which Defendants did not provide them with  
6 rest periods in compliance with California law.

7 28. **Failure to indemnify employees for losses and expenditures incurred as part of**  
8 **their employment:** Labor Code section 2802(a) states that "[a]n employer shall indemnify his or  
9 her employee for all necessary expenditures or losses incurred by the employee in direct  
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the  
11 employer..." An employer is prohibited from passing the ordinary business expenses and losses of  
12 the employer onto the employee. (Labor Code section 2802).

13 29. Defendants employed policies, practices, and/or procedures of impermissibly  
14 passing business-related expenses to Plaintiff and other current and former aggrieved California-  
15 based hourly non-exempt employees. These policies, practices, and/or procedures included, but  
16 were not limited to, requiring Plaintiff and other current and former aggrieved California-based  
17 hourly non-exempt employees to purchase masks and to use their cell phones for work-related  
18 purposes - without reimbursing Plaintiff and similarly situated employees for such use.

19 30. The costs incurred by Plaintiff and other current and former aggrieved California-  
20 based hourly non-exempt employees were incurred as a result of their mandatory compliance with  
21 Defendants' aforementioned policies, practices, and/or procedures were significant as a result of  
22 their employment with Defendants.

23 31. Defendants employed policies and procedures which ensured Plaintiff and other  
24 current and former aggrieved California-based hourly non-exempt employees would not receive  
25 indemnification for the aforementioned necessary expenditures incurred as a result of their  
26 employment with Defendants.

27 32. Defendants' aforementioned policies, practices, and/or procedures resulted in  
28 Plaintiff and similarly situated California-based remote employees not receiving indemnification

1 for employment-related expenditures, in violation of Labor Code section 2802.

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

11       **34.** As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed  
12 to timely pay Plaintiff's and similarly situated employees' earned wages (including, but not  
13 limited to, unpaid minimum wages, meal period premium wages, and/or rest period premium  
14 wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,  
15 and/or procedures resulted in their failure to pay Plaintiff and similarly situated employees their  
16 earned wages within the applicable time frames outlined in Labor Code section 204.

17       **35. Failure to provide complete and accurate wage statements:** Labor Code section  
18 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an  
19 employee his or her wages, the employer must "furnish each of his or her employees ... an  
20 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the  
21 employee, except for any employee whose compensation is solely based on a salary and who is  
22 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of  
23 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable  
24 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all  
25 deductions made on written orders of the employee may be aggregated and shown as one item, (5)  
26 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the  
27 name of the employee and his or her social security number, (8) the name and address of the legal  
28 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and

1 the corresponding number of hours worked at each hourly rate by the employee.”

2 36. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff  
3 and other current and former aggrieved California-based hourly non-exempt employees all wages  
4 earned (including, but not limited to, minimum wages, meal period premium wages, and/or rest  
5 period premium wages, failure to provide indemnification for all necessary expenditures or losses  
6 incurred by employees in direct consequence of discharging their duties, failure to timely pay  
7 earned wages during employment, failure to provide accurate wage statements, and failure to  
8 timely pay employees all wages due upon separation of employment), in violation of Labor Code  
9 section 226.

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

14 38. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
15 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
16 all their earned wages (including, but not limited to, minimum wages, meal period premium  
17 wages, and/or rest period premium wages, failure to provide indemnification for all necessary  
18 expenditures or losses incurred by employees in direct consequence of discharging their duties,  
19 failure to timely pay earned wages during employment, failure to provide accurate wage  
20 statements, and failure to timely pay employees all wages due upon separation of employment),  
21 Defendants failed to pay those employees timely after each employee’s termination and/or  
22 resignation, in violation of Labor Code sections 201, 202, and 203.

23 39. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved  
24 employee, on behalf of himself or herself and other current or former employees, to bring a civil  
25 action to recover civil penalties against all Defendants pursuant to the procedures specified in  
26 Labor Code section 2699.3.

27 40. Plaintiff has complied with the procedures for bringing suit specified in Labor  
28 Code section 2699.3. On March 10, 2021, Plaintiff filed notice with LWDA and provided notice to

Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged. A true and correct copy of Plaintiff's notice to LWDA and to Defendants is attached hereto as

**Exhibit 1.**

41. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's letter that the LWDA intends to investigate Plaintiff's claims.

42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 226, 226.7, 512, 1194, 1197, 1198 during the Civil Penalty Period in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226.7, 512, and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, 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 [penalty amounts established by Labor Code section 558].

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1].

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

**PRAYER FOR RELIEF**

**WHEREFORE, PLAINTIFF, ON HER BEHALF AND ON OTHER AGGRIEVED CURRENT AND FORMER CALIFORNIA-BASED EMPLOYEES OF DEFENDANTS PRAYS AS FOLLOWS:**

**ON THE FIRST CAUSE OF ACTION:**

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved 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 that recoverable under California Labor Code, including but not limited to sections 2699(f).

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

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

Dated: May 24, 2021

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By:



Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
Blanca Retamozo Pelico, Esq.  
Attorneys for Plaintiff  
CHRISTYANA M. COOPER  
on behalf of herself and current and former  
aggrieved employees

**“Exhibit 1”**

LAW OFFICES OF  
**LAVI & EBRAHIMIAN, LLP**  
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BEVERLY HILLS, CALIFORNIA 90211  
TELEPHONE: (310) 432-0000  
FACSIMILE: (310) 432-0001  
WWW.LELAWFIRM.COM

March 10, 2021

**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*

Department of Industrial Relations  
Accounting Unit  
455 Golden Gate Avenue, 10th Floor  
San Francisco, California 94102  
Certified Mail Number: **7019-0140-0000-6435-4426**

SERVICON SYSTEMS, INC.  
c/o Maritza Aguilar, Agent for Service of Process  
3965 Landmark St.  
Culver City, CA 90232  
Certified Mail Number: **7019-0140-0000-6435-4433**

SERVICON SYSTEMS, INC.  
c/o LEGAL DEPARTMENT  
3965 Landmark Street  
Culver City, CA 90232  
Certified Mail Number: **7019-0140-0000-6435-4440**

From: CHRISTYANA M. COOPER, on behalf of herself and other current and former aggrieved, California-based, hourly non-exempt employees of SERVICON SYSTEMS, INC.

c/o Joseph Lavi, Esq.  
Vincent C. Granberry, Esq.  
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**Factual Statement and Theories of Labor Code Violations**

Aggrieved employee *Christyana Cooper* (“Employee”) is currently employed by *Servicon Systems, Inc.* (“Employer” and/or “Employers”) as an hourly non-exempt employee from in or around February 2017 through the present.

1. *Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked*

First, Employee maintains that, during his employment, Employers failed to pay her and other current and former aggrieved, California-based, hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of California Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee maintains that, during her employment, she and other current and former aggrieved, California-based, hourly non-exempt employees worked more hours per day than Employers credited them for having worked based on the following:

- Employers maintained a policy, practice, and/or procedure whereby Employers required Employee and other current and former aggrieved, California-based, hourly non-exempt employees to be remain on-call and available during their meal periods including, but not limited to, requiring Plaintiff and similarly situated employees to be on-duty and available by pager during meal periods without paying them for that time.

Employers’ aforementioned policy, practice, and/or procedure results in time each day in which Employee and other current and former aggrieved, California-based, hourly non-exempt employees are subject to the control of employers’ without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorney General Act (“PAGA”), California Labor Code §2698, et seq. and Labor Code §1197.1, subds. (a)(1)-(2), on behalf of the Labor and Workforce Development Agency (“LWDA”) against Employers if authorized to file a representative action on behalf of the State of California. Employee will also seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such minimum wages for all hours worked rendered Employee’s and other current and former aggrieved, California-based, hourly non-exempt employees’ pay calculations inaccurate and in violation of Labor Code § 226(e)(2)(B)(i)).

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2. Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7

Second, Employee maintains that, during her employment, Employers failed to maintain compliant meal period policies. California law requires an employer to provide an employee an uninterrupted meal period of no less than 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. Cal. Lab. Code §§ 226.7, 512; Wage Order 5, §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 10 hours per day without providing the employee with a second such meal period of not less than 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. Labor Code Section 226.7 provides that if an employee does not receive a required meal or rest period that "the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."

Employee alleges that Employers maintained a policy, practice, and/or procedure whereby Employers failed to authorize or permit her and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant meal periods based on the following:

- Remain on-call and available during their meal periods, including, but not limited to, requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees to be available by pager during meal periods, resulting in meal periods that were not duty-free and/or less than thirty (30) minutes; and
- Failing to authorize or permit 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.

Further, Employee alleges, Employers maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved, California-based, hourly non-exempt employees a meal period premium wage of one additional hour of pay at their regular rate of compensation for each work day that Employers failed to authorize or permit all required meal periods, timely meal periods, meal periods of at least 30 minutes, uninterrupted meal periods, and/or duty free meal periods as required by Labor Code section 226.7.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, California Labor Code § 2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit meal periods or pay meal period premium wages, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such 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 § 226(e)(2)(B)(i).

3. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7

Third, Employee maintains that, during her employment, Employers failed to maintain compliant rest period policies. 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 5, § 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; Lab. Code §226.7. Additionally, the rest period requirement "obligates employers 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 employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Wage Order 5, § 12; Lab. Code § 226.7.

Employee alleges that Employers maintained a policy, practice, and/or procedure whereby Employers failed to authorize or permit her and other current and former aggrieved, California-based, hourly non-exempt employees to take compliant rest periods based on the following:

- Requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees to remain on-call and be available during the rest periods, including, but not limited to, requiring Employee and other current and former aggrieved, California-based, hourly non-exempt employees to be available by pager during rest periods, resulting in rest periods that were not duty-free and/or were less than a net (10) minutes; and
- 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.

Based on these violations, Employee intends to seek civil penalties pursuant to the PAGA, California Labor Code §2698, et seq. on behalf of the LWDA against Employers if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employers' failure to authorize or permit rest periods or pay rest period premium wages, Employee will seek statutory penalties under Labor Code 226(a)(1) because the failure to pay such 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 § 226(e)(2)(B)(i).

4. *Failure to Indemnify Employees For Losses and Expenditures Incurred As Part of Their Employment in Violation of Labor Code Section 2802*

Fourth, Employee maintains that, during her employment, Employer failed to indemnify her and other current and former aggrieved California-based non-exempt hourly employees for all necessary expenditures or losses incurred by them in the discharge of their duties. Labor Code § 2802(a) requires, “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

In this case, Employee maintains, Employer employed a policy, practice, and/or procedure whereby Employer required Ms. Cooper and other current and former aggrieved California-based non-exempt hourly employees to purchase masks and use their personal cell phones for employment-related purposes but failed to reimburse them for their cellular and data usage required by their employment with Employer.

Employer employed policies and procedures which ensured Employee and other current and former aggrieved California-based non-exempt hourly employees would not receive indemnification for the aforementioned necessary expenditures incurred as result of their employment with Employer. Employer’s aforementioned policies, practices, and/or procedures resulted in Employee and other current and former aggrieved California-based non-exempt hourly employees not receiving indemnification for employment-related expenditures in compliance with California law.

For these reasons, Employee will seek both restitution for herself and other current and former aggrieved California-based non-exempt hourly employees for Employer’s violations of Labor Code § 2802 and will seek civil penalties under PAGA, Labor Code §2698, et seq., on behalf of the LWDA against Employer if authorized to file a representative action on behalf of the State of California.

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

Fifth, 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 §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 §204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, 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 section 210, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

6. Failure to Provide Accurate Wage Statements

Sixth, 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 minimum wages, 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.

7. Failure to Timely Pay Final Wages

Seventh, 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 the aforementioned violations of the Labor Code, Employee alleges that other former aggrieved California-based hourly non-exempt employees who separated from Employer were not paid their final wages in a timely manner as required by Labor Code section 203. Specifically, minimum wages for all hours worked, meal period premium wages for on-duty and/or missed meal periods, and rest period premium for on-duty and/or missed rest periods (all described above), were not paid at the time other former aggrieved California-based hourly non-exempt employees’ separation of employment from Employer. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, 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.

8. *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 to, and intends to, on behalf of the LWDA, pursue civil penalties against Employers for any and all other violations Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the California Labor Code under the 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 the LWDA for unrelated Labor Code violations by Employers.

**Conclusion**

My client intends to file a putative wage and hour class action as well as a representative action pursuant PAGA concerning his wage claims as warranted by Employers’ violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 512, 1194, 1197, 1198, 2802, and the IWC Wage Orders. This letter is being sent to you as an inquiry into whether the LWDA wishes to investigate my client’s allegations for any civil penalties associated with the Employers’ alleged violations of the Labor Code. Thank you for your assistance and cooperation in his matter. Please contact me at the above-listed information.

Very truly yours,  
**LAVI & EBRAHIMIAN, LLP**



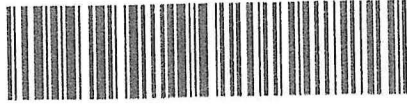
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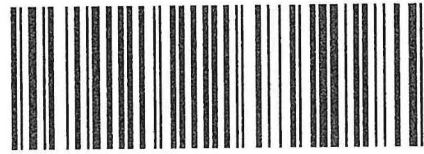
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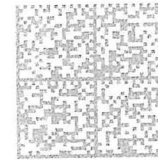
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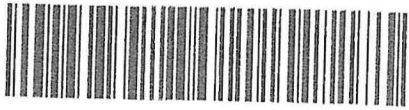
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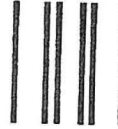
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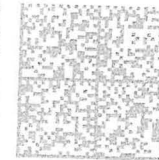
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c/o Maritza Aguilar, Agent for Service of Process  
3965 Landmark St.  
Culver City, CA 90232

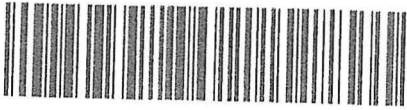
7019 0140 0000 6435 4440

|                                                                                                  |                  |
|--------------------------------------------------------------------------------------------------|------------------|
| <b>U.S. Postal Service™</b><br><b>CERTIFIED MAIL® RECEIPT</b><br><i>Domestic Mail Only</i>       |                  |
| For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a> ®. |                  |
| <b>OFFICIAL USE</b>                                                                              |                  |
| Certified Mail Fee<br>\$ _____                                                                   | Postmark<br>Here |
| Extra Services & Fees (check box, add fee as appropriate)                                        |                  |
| <input type="checkbox"/> Return Receipt (hardcopy) \$ _____                                      |                  |
| <input type="checkbox"/> Return Receipt (electronic) \$ _____                                    |                  |
| <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____                             |                  |
| <input type="checkbox"/> Adult Signature Required \$ _____                                       |                  |
| <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____                            |                  |
| Postage<br>\$ _____                                                                              |                  |
| Total Postage \$ _____                                                                           |                  |
| Sent To _____                                                                                    |                  |
| Street and Apt. _____                                                                            |                  |
| City, State, ZIP+4 _____                                                                         |                  |
| PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions                       |                  |

**SERVICON SYSTEMS, INC.**  
**c/o LEGAL DEPARTMENT**  
**3965 Landmark Street**  
**Culver City, CA 90232**

| SENDER: COMPLETE THIS SECTION                                                                                                                                                                                                                                                                                                                                         | COMPLETE THIS SECTION ON DELIVERY                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>                                                                                              | A. Signature<br><b>X</b> <input type="checkbox"/> Agent<br><input type="checkbox"/> Addressee                                                                                                                                                                                                                                                                 |
| 1. Article Addressed to:<br><b>SERVICON SYSTEMS, INC.</b><br><b>c/o LEGAL DEPARTMENT</b><br><b>3965 Landmark Street</b><br><b>Culver City, CA 90232</b>                                                                                                                                                                                                               | B. Received by (Printed Name) _____ C. Date of Delivery _____                                                                                                                                                                                                                                                                                                 |
| 2. Article Number (Transfer from service label)<br><b>7019 0140 0000 6435 4440</b>                                                                                                                                                                                                                                                                                    | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                                                                                               |
| 3. Service Type<br><input type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input checked="" type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered Mail™<br><input type="checkbox"/> Registered Mail Restricted Delivery<br><input checked="" type="checkbox"/> Return Receipt for Merchandise<br><input type="checkbox"/> Signature Confirmation™<br><input type="checkbox"/> Signature Confirmation Restricted Delivery |

USPS TRACKING#



9590 9402 6096 0125 4915 06

United States  
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

LAVI & EBRAHIMIAN, LLP  
8889 W. Olympic Blvd., Suite 200  
Beverly Hills, CA 90211

Cooper vs. Servicon Systems, Inc / BRP / RP

First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SERVICON SYSTEMS, INC.  
c/o LEGAL DEPARTMENT  
3965 Landmark Street  
Culver City, CA 90232



9590 9402 6096 0125 4915 06

2. Article Number (Transfer from service label)

7019 0140 0000 6435 4440

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

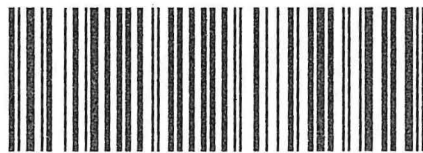
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ all Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

LAW OFFICES OF  
**LAVI & EBRAHIMIAN, LLP**  
8889 W. OLYMPIC BLVD., SUITE 200  
BEVERLY HILLS, CALIFORNIA 90211

**CERTIFIED MAIL®**



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PITNEY BOWES  
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0001217907 MAR 10 2021  
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**SERVICON SYSTEMS, INC.**  
**c/o LEGAL DEPARTMENT**  
**3965 Landmark Street**  
**Culver City, CA 90232**