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Assigned for all Purposes
Judge William Claster
CX-104

Attorneys for Plaintiff KEYVAN RIAZATIKESHEH, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

KEYVAN RIAZATIKESHEH, on behalf
of himself and all other aggrieved
employees,

Plaintiff,

v.

FIRST CLASS PIZZA WOODBURY,
INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2021-01218670-CU-OE-CXC**

REPRESENTATIVE ACTION

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff KEYVAN RIAZATIKESHEH (“Plaintiff” or “Mr. Riazatikesheh”) as a
2 representative of the State of California and the Labor and Workforce Development Agency
3 (“LWDA”), and on behalf of himself and other current and former employees, complains and
4 alleges as follows:

5 **INTRODUCTION**

6 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
7 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
8 Defendant FIRST CLASS PIZZA WOODBURY, INC. (“Defendant”). The term “Relevant Time
9 Period” or “Time Period” is defined as one (1) year plus sixty-five (65) days prior to the filing
10 of the complaint. Plaintiff reserves the right to amend this complaint to reflect a different “Time
11 Period” as further discovery is conducted.

12 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
13 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
14 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
15 rest periods or premium compensation in lieu thereof; (4) failure to keep accurate payroll records
16 and provide accurate itemized wage statements; (5) failure to pay wages due upon termination of
17 employment; and (6) failure to indemnify for expenditures or losses in discharge of duties.

18 3. At all relevant times herein, Defendant has consistently maintained and enforced
19 the following unlawful policies and practices against Plaintiff:

- 20 (a) Willfully refusing to pay all hours worked, including both regular and overtime
21 wages;
- 22 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
23 lieu thereof;
- 24 (c) Willfully refusing to permit rest periods or providing compensation in lieu
25 thereof;
- 26 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
27 wages;
- 28 (e) Willfully refusing to pay all wages due upon separation of employment; and

1 (f) Willfully refusing to pay for expenditures or losses in the discharge of their duties.

2 **JURISDICTION AND VENUE**

3 4. This Court has subject matter jurisdiction over the causes of action alleged in this
4 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
5 excluded from exercising subject matter jurisdiction over said causes of action.

6 5. Venue is proper in the County of Orange, because the Defendant maintains its
7 location and transact business in this county, the obligations and liability arise in this county, and
8 work performed by Plaintiff and Aggrieved Employees that form the subject of this action
9 occurred in this county.

10 6. The California Superior Court has jurisdiction in the matter, because of the
11 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
12 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
13 of and/or domiciled in the State of California. Defendant is a corporation and a partnership doing
14 business in the State of California.

15 7. Further, there is no federal question at issue as the issues herein are based solely on
16 California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
17 Professions Code, and California Rules of Court.

18 **THE PARTIES**

19 **Plaintiff**

20 8. Plaintiff at various relevant times herein, was an employee of the Defendant and
21 entitled to compensation for all hours worked, overtime compensation, and penalties from
22 Defendant. Plaintiff began his employment with the Defendant on or around March 2014, until
23 his termination on or around December 13, 2020. Plaintiff was employed by the Defendant during
24 the Relevant Time Period in a non-exempt, hourly position, earning fourteen dollars (\$14.00) per
25 hour. Each of the Aggrieved Employees are identifiable, current and/or formerly similarly
26 situated persons who were employed in non-exempt hourly positions in California for the
27 Defendants during the Relevant Time Period.

28 / / /

1 **Defendants**

2 9. Plaintiff is informed and believes, and based thereon alleges that, Defendant
3 FIRST CLASS PIZZA WOODBURY, INC., is a California corporation, operating various
4 institutions throughout California, including the county of Orange, and is and/or was the
5 employer of the Plaintiff and Aggrieved Employees during the Relevant Time Period. During
6 the Relevant Time Period, Defendant employed Plaintiff and similarly situated persons and
7 failed to pay Plaintiff and Aggrieved employees for all hours worked as a result of working off
8 the clock before or after the start of their shifts, failing to pay minimum and overtime wages,
9 failing to provide meal periods or pay a meal period penalty in lieu of, failed to provide rest
10 periods or pay a rest period penalty in lieu of; failed to reimburse employees for necessary
11 business expenditures, failed to pay all wages upon end of employment, and failed to provide
12 accurate and itemized wage statements. On information and belief, and based thereon alleges
13 that Defendant is conducting business in good standing in California.

14 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
15 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
16 inclusive, but on information and belief alleges that said Defendants are legally responsible for
17 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
18 capacities of the DOE Defendant when ascertained.

19 11. Plaintiff is informed believes, and thereon alleges, that each Defendants acted in
20 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
21 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
22 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
23 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
24 joint employers and conspire with one another to increase profits by engaging in the conduct
25 described in this complaint.

26 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
28 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned

below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. By this complaint, Plaintiff brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided by PAGA, labor Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5. Plaintiff and other aggrieved employees are current and former employees of Defendant dating from one (1) year plus sixty-five (65) days prior to the filing of this matter to the resolution of this matter. Plaintiff specifically alleged the following in their notice to the Labor and Workforce Development Agency (“LWDA”) and the employer violations of Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as Industrial Welfare Commission (IWC) Wage Order No. 5-2001 (“Wage Order 5”).

14. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code section alleged to have been violated, and after sixty-five (65) days have passed without notice. Prior to filing this complaint, on June 3, 2021, Plaintiff gave written notice by certified electronic mail to the LWDA and to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. Plaintiff was given an LWDA case number of LWDA-CM-834019-21. A true and correct copy of Plaintiff’s original letter sent to the LWDA on June 3, 2021, is attached hereto as “Exhibit A.”

15. More than sixty-five (65) days have passed since Plaintiff submitted his June 3, 2021, notice to the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.

1 Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations.
2 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
3 to his June 3, 2021, PAGA notice.

4 **FACTUAL ALLEGATIONS**

5 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
6 employees the benefits due under California's wage and hour laws for work performed in
7 California. Defendant wrongfully refused to pay Plaintiff and Aggrieved Employees regular
8 wages, overtime compensation, business expense reimbursements, and other statutory benefits
9 mandated by California.

10 17. Throughout the Relevant Time Period, Defendant employed Plaintiff and
11 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
12 these positions remain non-exempt from California's wage and hour laws, yet Defendant failed
13 to pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-
14 exempt employees as required by law.

15 18. During the Relevant Time Period, Defendant failed to compensate Plaintiff and
16 Aggrieved Employees legally mandated minimum wages and overtime rate for all work
17 performed during their shifts in violation of the Labor Code and the Labor Code and Industrial
18 Welfare Commission ("IWC") Wage Orders. During the course of Plaintiff's employment with
19 Defendants, Plaintiff and Aggrieved Employees regularly worked in excess of eight (8) hours
20 per day, but were routinely not paid for all hours worked. Plaintiff and Aggrieved Employees
21 primarily performed non-exempt work in excess of the maximum regular rate hours set by the
22 IWC in the applicable Wage Orders, regulations or statutes, and therefore entitled the Plaintiff
23 and Aggrieved Employees to overtime compensation at time and a half rate, and when
24 applicable, double time rates as set forth by the applicable Wage Orders, regulations and/or
25 statutes. Further, Plaintiff and Aggrieved Employees regularly worked through meal and rest
26 breaks, and were not paid the legally mandated regular or overtime wages for the hours they
27 worked.

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1 19. During the Relevant Time Period, Defendant, failed and/or refused to schedule
2 Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably provide meal
3 and/or rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby causing
4 members of the Aggrieved Employees to work without being given paid ten (10) minute rest
5 periods for every four (4) hours or major fraction thereof worked and without being given a thirty
6 (30) minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal
7 periods for shifts of at least ten (10) hours during which Aggrieved Employees were relieved of
8 all duties and free to leave the premises. Defendant further failed and/or refused to schedule
9 Plaintiff and Aggrieved Employees in an overlapping manner and/or provide shift relief for
10 Plaintiff and Aggrieved Employees so as to reasonably ensure meal and/or rest breaks were taken
11 within the required statutory time frame as required by law. Furthermore, Defendant failed and/or
12 refused to pay any Aggrieved Employee one (1) hour's pay at the employees' regular rate of pay
13 as premium compensation for failure to provide rest and/or meal periods or to providing such rest
14 and/or meal periods within the statutory time frame as a result of their scheduling policy.

15 20. As a result of Defendant's aforementioned failure to pay all wages to Plaintiff and
16 Aggrieved Employees, requiring Plaintiff and Aggrieved employees to work off the clock, among
17 other things, Defendant failed to maintain accurate payroll records showing the accurate number
18 of hours worked, accurate rate of pay for each hour worked, premium wages earned, and accurate
19 gross and net wages paid in violation of Labor Code sections 226, 1174, and 1174.5. Specifically,
20 Defendant failed to provide Plaintiff and other Aggrieved Employees with wage statements that
21 include all rest and meal premiums, total number of hours worked at each hourly rate, the correct
22 overtime rate, gross and net wages earned, as well as the correct legal entity address.

23 21. Plaintiff and Aggrieved Employees who ended their employment during the
24 Relevant Time Period, were not paid the above due compensation or premium compensation
25 timely upon the termination of their employment as required by Labor Code.

26 22. Defendant further failed to reimburse Plaintiff and Aggrieved Employees for any
27 necessary business expenses. Defendant had a policy and/or practice of failing to reimburse
28 Plaintiff and Aggrieved Employees for incurring necessary business expenditures as required by

1 Labor Code sections 2802. Plaintiff and other Aggrieved Employees were required by Defendant
2 to make use of their personal cellphones to carry out their duties of employment. Specifically,
3 Plaintiff and other Aggrieved Employee were required to routinely make/receive calls to/from
4 their supervisors regarding scheduling, provide supervisors with status updates, clock in and out
5 for their shifts, view wage statements, view/request sick leave as well as vacation leave, among
6 other things. Notwithstanding the aforementioned, Defendant failed to reimburse Plaintiff and
7 other Aggrieved Employees for their necessary business expenditures. Defendant failed to
8 reimburse Plaintiff and Aggrieved Employees for the reasonable percentage of their cellphone
9 bills in violation of the Labor Code and the IWC Wage Orders.

10 23. Moreover, Defendant required Plaintiff and other Aggrieved Employees to
11 regularly use their personal vehicles to make deliveries. However, despite the foregoing,
12 Defendant failed to maintain adequate insurance coverage, reimburse Plaintiff and other
13 aggrieved employees for additional insurance premiums for the use of their personal vehicles to
14 perform job-related tasks, and pay for any deductible or costs associated with automobile
15 accidents that arose while Plaintiff and other aggrieved employees used their personal vehicles to
16 carry out their job duties. Furthermore, Plaintiff and other Aggrieved Employees never received
17 mileage reimbursement, compliant with the IRS standard mileage rates when they used their
18 personal vehicles in the course and scope of their employment.

19 24. Additionally, Defendant required Plaintiff and other Aggrieved Employees to
20 wear uniforms bearing Defendant's logos on the job. Despite this requirement, Defendant failed
21 to provide maintenance or reimbursement to Plaintiff and other Aggrieved Employees and
22 Plaintiff and other Aggrieved Employees were obligated to bear all costs and expenses associated
23 with the maintenance of their uniforms.

24 25. During the Relevant Time Period, Defendant and each of them, required Plaintiff
25 and Aggrieved Employees to work without lawful compensation, in violation of the California
26 Labor Code, applicable Wage Orders, regulations and statutes, and Defendant: (1) willfully ailed
27 and refused, and continue to fail and refuse to pay compensation for all hours worked for the
28 Plaintiff and Aggrieved Employees: and (2) willfully failed and refused, and continue to fail and

1 refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and
2 Aggrieved Employees.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Labor Code §§ 510, 1194, 1194.2, 1197, and 1197.1)**

7 **(Plaintiff Against All Defendants)**

8 26. Plaintiff realleges and incorporate by reference the preceding paragraphs of this
9 complaint as if fully set forth herein.

10 27. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
11 and forty (40) hours per week. Specifically, Plaintiff and Aggrieved Employees routinely worked
12 shifts of twelve (12) hours or longer and often times worked seven (7) consecutive days in a given
13 week. However, Defendant failed to pay Plaintiff and Aggrieved Employees minimum wage for
14 all hours worked and overtime premium for hours worked in excess of over eight (8) hours per
15 day and/or forty (40) hours per week for work performed for the Defendant. Additionally,
16 Defendant failed to pay Plaintiff and Aggrieved Employees for all hours worked by failing to
17 record actual hours worked, e.g., time spent working off the clock including during meal periods
18 among other things. Moreover, Defendant failed to schedule Plaintiff and Aggrieved Employees
19 in such a manner that allowed Plaintiff and Aggrieved Employees to be relieved of their shift
20 immediately, thereby causing Plaintiff and Aggrieved Employees to work in excess of eight (8)
21 hours per day and/or forty (40) hours per week. As a result, Plaintiff and Aggrieved Employees
22 were not compensated by Defendant for time spent performing their work-related duties off the
23 clock.

24 28. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
25 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
26 Aggrieved Employees were denied proper wages as a result of Defendant's policy of having
27 Plaintiff and Aggrieved Employees work after clocking out for their meal periods and failing to
28 compensate Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay

pursuant to Labor Code section 510.

29. Since the LWDA has not indicated that it will be investigating more than sixty-five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to remedy the allegations set forth above, Plaintiff, as representatives of the State of California, seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

30. Plaintiff is informed and believes that Defendant has violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

31. Plaintiff, as a representative of the State of California, seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

32. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF

(Labor Code Sections 226.7 and 512)

(Plaintiff against All Defendants)

33. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

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1 34. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, Sect. 11
2 provides that no employer shall employ any person for a work period of more than five (5) hours
3 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes
4 or employ any person for a work period of more than ten (10) hours without a second meal period
5 of not less than thirty (30) minutes.

6 35. Labor Code section 226.7 provides that if an employer fails to provide an
7 employee a meal period in accordance with this section, the employer shall pay the employee one
8 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
9 period is not provided in accordance with this section. Plaintiff alleges that Defendant failed to
10 provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or
11 not relieving employees from all work duties during meal periods thereby preventing employees
12 from taking legally compliant meal periods.

13 36. Industrial Welfare Commission (IWC) Wage Order No. 5-2001 (Wage Order 5)
14 section 11(A) states, "Unless the employee is relieved of all duty during a thirty (30) minute meal
15 period, the meal period shall be considered an "on duty" meal period and counted as time worked.
16 An "on duty" meal period shall be permitted only when the nature of the work prevents an
17 employee from being relieved of all duty and when by written agreement between the parties an
18 on-the-job paid meal period is agreed to. The written agreement shall state that the employee may,
19 in writing, revoke the agreement at any time."

20 37. The burden to prove that a meal or rest period violation has occurred normally
21 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
22 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
23 presumption of meal and rest period violations is created, shifting the burden to the employer to
24 prove that meal and rest period violations did not occur.

25 38. Defendant failed to schedule non-exempt employees in an adequately overlapping
26 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
27 such meal periods within the statutory timeframe. Further, Defendant obligated Plaintiff and
28 Aggrieved Employees to work through meal periods while off-the-clock. Defendant denied

1 Plaintiff and Aggrieved Employees duty-free meal periods, as a result, Plaintiff and Aggrieved
2 Employees were often forced to forego meal periods and/or work during their meal periods. In so
3 doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Aggrieved
4 Employees in violation of Labor Code sections 226.7 and 512 and other regulations and statutes.

5 39. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
6 and Aggrieved Employees.

7 40. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
8 than five (5) hours in a workday.

9 41. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
10 worked more than ten (10) hours in a workday.

11 42. At all times relevant hereto, Defendant, failed offer or to schedule non-exempt
12 positions in a manner so as to reasonably provide meal and/or work free meal period as required
13 by Labor Code sections 226.7 and 512.

14 43. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
15 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
16 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
17 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
18 ascertained according to proof at trial.

19 44. Further, Defendant's failure to maintain accurate records of the meal periods taken
20 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
21 and shifts the burden to Defendant to prove they did not occur.

22 45. Plaintiff individually, and the Aggrieved Employees, request recovery of any civil
23 penalties against Defendant, and each of them, in a sum as provided by the Labor Code.

24 46. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
25 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action
26 to remedy the allegations set forth above, Plaintiff, as representatives of the people of the State of
27 California, seek any and all penalties otherwise capable of being collected by the Labor
28 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This

1 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
2 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 226.7
3 and 512.

4 47. Plaintiff are informed and believes that Defendant has violated and continues to
5 violate provisions of the Labor Code and applicable Wage orders related to the payment of
6 minimum wages, including overtime.

7 48. Plaintiff, as representatives of the State of California, seek to recover any and all
8 penalties for each and every violation shown to exist or to have occurred during the Relevant
9 Time Period, in an amount according to proof, as to those penalties that are otherwise only
10 available to public agency enforcement actions. Funds recovered will be distributed in accordance
11 with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being
12 reimbursed to the LWDA.

13 49. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
14 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

15 **THIRD CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**

17 **PREMIUM COMPENSATION IN LIEU THEREOF**

18 **(Labor Code Sections 226.7 and 512)**

19 **(Plaintiff against All Defendants)**

20 50. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
21 preceding paragraphs of this complaint as if fully set forth herein.

22 51. Labor Code section 226.7 provides that employers authorize and permit all
23 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

24 52. Labor Code section 226.7, subdivision (b), provides that if an employer fails to
25 provide an employee rest periods in accordance with this section, the employer shall pay the
26 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
27 that the rest period is not provided.

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1 53. Defendant, and each of them, failed and or refused to implement a relief system
2 by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest
3 periods. Defendant denied Plaintiff and Aggrieved Employees duty free rest periods by
4 interrupting Plaintiff and Aggrieved Employees' rest periods. By and through their actions,
5 Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and
6 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

7 54. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
8 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
9 together in violation of Labor Code section 226.7 and 512.

10 55. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
11 Aggrieved Employees.

12 56. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
13 more than four (4) hours in a workday.

14 57. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
15 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
16 Aggrieved Employees have suffered, and will continue to suffer damages.

17 58. Plaintiff, by virtue of his employment with Defendants, and Defendant's failure to
18 provide Plaintiff and Aggrieved Employees with rest breaks, requiring Plaintiff and Aggrieved
19 Employees to work through their rest periods without receiving compensation in lieu thereof, is
20 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
21 all prerequisites to serve as a representative of the general public to enforce California's labor
22 laws, and the penalty provisions identified in Labor Code section 2699.5.

23 59. Plaintiff individually, and the Aggrieved Employees, as a representative of the
24 State of California, seek any and all penalties otherwise capable of being collected by the Labor
25 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
26 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
27 alleged violation of the following provisions: 226.7 and 512.

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60. Plaintiff, as representative of the State of California, seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

FOURTH CAUSE OF ACTION

(Labor Code Sections 1174 and 226, subdivision (A), (E))

62. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

64. Labor Code section 226, subdivision (a), states in pertinent part that, “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, 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 . . . ; (4) all deductions . . . ; (5) net wages; (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

1 other than a social security number; (8) the name and address of the legal entity that is the
2 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
3 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

4 65. Defendant knowingly and intentionally failed to provide timely and accurate
5 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
6 section 226, subdivision (a), by failing to record the accurate number of hours worked, e.g. time
7 spent working off the clock, among other things, the accurate rate of pay for each hour worked,
8 the accurate amount of premiums wages earned, the accurate net pay, the accurate gross pay, as
9 well as state the legal entity’s legal address. Such failure caused injury to Plaintiff and Aggrieved
10 Employees.

11 66. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
12 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
13 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
14 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

15 67. Plaintiff, as a personal representative of the general public, will and does seek to
16 recover any and all penalties for each and every violation shown to exist or to have occurred
17 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
18 otherwise only available to public agency enforcement actions. Funds recovered will be
19 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties
20 recovered being reimbursed to the LWDA.

21 68. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
22 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **FIFTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

3 **TERMINATION OF EMPLOYMENT**

4 **(Labor Code Sections 201, 202 and 203)**

5 **(Plaintiff against All Defendants)**

6 69. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
7 preceding paragraphs of this complaint as if fully set forth herein.

8 70. Labor Code section 201 provides that an employer is required to pay an employee
9 whose employment is terminated by the employer all wages earned and unpaid immediately upon
10 termination.

11 71. Labor Code section 202 required an employer pay to an employee who quits his
12 or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

13 72. Labor Code section 203 provides that an employer who fails to pay all wages
14 earned and due to an employee who is discharged or who quits within the timeframe set forth in
15 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at
16 the same rate of pay until paid, but no more than thirty (30) days.

17 73. Plaintiff is informed and believes that certain members of the Aggrieved
18 Employees who ended their employment with Defendant during the Relevant Time Period, were
19 entitled to be promptly paid both minimum wage and lawful overtime compensation and other
20 premiums, as required by Labor Code sections 201, 202 and 203.

21 74. Defendant refused and/or failed to promptly compensate Aggrieved Employees
22 wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay
23 both minimum and overtime compensation owed for work performed for Defendant.

24 75. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
25 with standing to bring an action under the PAGA and has suffered injury as to one or more
26 violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a
27 representative of the general public to enforce California's labor laws, and the penalty provisions
28 identified in Labor Code section 2699.5.

1 83. Defendant had a policy and practice of requiring Plaintiff and Aggrieved
2 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
3 Plaintiff and Aggrieved Employees for necessary business expenditures. Specifically, Plaintiff
4 and other Aggrieved Employee were required to routinely use their personal cellphones to
5 make/receive calls to/from their supervisors regarding scheduling, provide supervisors with status
6 updates, clock in and out for their shifts, view wage statements, view/request sick leave as well
7 as vacation leave, among other things. Notwithstanding the aforementioned, Defendant failed to
8 reimburse Plaintiff and Aggrieved Employees with a reasonable percentage of their cellular phone
9 bills.

10 84. Additionally, Defendant required Plaintiff and other Aggrieved Employees to
11 wear uniforms bearing Defendant's logos while on the job. Despite this requirement, Defendant
12 failed to provide maintenance or reimbursement to Plaintiff and other Aggrieved Employees and
13 Plaintiff and other Aggrieved Employees were obligated to bear all costs and expenses associated
14 with the maintenance of their uniforms.

15 85. Moreover, Plaintiff and Aggrieved Employees were required to use their personal
16 vehicles to carry out their employment duties. Specifically, Plaintiff and Aggrieved Employees
17 regularly used their personal vehicles to make deliveries for Defendant's restaurants. Despite the
18 foregoing, Defendant failed to maintain adequate insurance coverage, reimburse Plaintiff and
19 other aggrieved employees for additional insurance premiums for the use of their personal
20 vehicles to perform job-related tasks, and pay for any deductible or costs associated with
21 automobile accidents that arose while Plaintiff and other aggrieved employees used their personal
22 vehicles to carry out their job duties. Moreover, Plaintiff and other aggrieved employees never
23 received a mileage reimbursement, compliant with the IRS standard mileage rates when they used
24 their personal vehicles in the course and scope of their employment.

25 86. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
26 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
27 limited to, attorney's fees and interest.

28 / / /

87. Plaintiff by virtue of his employment with Defendant and the Defendant's policy of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendants' cost of doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary expenditures, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

88. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

89. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

90. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;

- 1 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
2 subdivision (g), and any other statutory basis; and
3 4. For all such other and further relief as the Court may deem just and proper.
4

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6 Dated: August 30, 2021

MAHONEY LAW GROUP, APC

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11 By:

Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff KEYVAN
RIAZATIKESHEH
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EXHIBIT A



Kevin Mahoney, Esq.
Phone : (562) 590-5550
Facsimile : (562) 590-8400
kmahoney@mahoney-law.net

June 3, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3548

Return Receipt Requested

Attn: Agent for Service: Angela Sustacek
6420 Irvine Blvd,
Irvine, CA 92620

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3555

Return Receipt Requested

First Class Pizza Woodbury, Inc.
6420 Irvine Blvd,
Irvine, CA 92620

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3562

Return Receipt Requested

First Class Pizza Woodbury Inc.
45 Auto Center Drive,
Lake Forest, CA 92610

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3579

Return Receipt Requested

First Class Pizza Woodbury Inc.
18671 Brookhurst St,
Fountain Valley, CA 92708

Re: *Keyvan Riazatikesheh v. First Class Pizza Woodbury, Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; First Class Pizza Woodbury, Inc.

From: Keyvan Riazatikesheh, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Keyvan Riazatikesheh ("Mr. Riazatikesheh" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against First Class Pizza Woodbury, Inc. ("First Class Pizza" or "Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

First Class Pizza Woodbury, Inc. ("First Class Pizza" or "Employer") is a California corporation, operating restaurants throughout California, including Orange County. At all relevant times herein, Mr. Riazatikesheh was employed by Employer as an hourly, non-exempt employee.

Mr. Riazatikesheh alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, by failing to provide Mr. Riazatikesheh and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, failing to provide all wages earned at end of employment, and failing to reimburse for necessary business expenditures. Mr. Riazatikesheh and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one (1) year plus sixty-five (65) days prior to the filing of a complaint alleging a PAGA cause of action.

A. First Class Pizza Failed to Provide Mr. Riazatikesheh and other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in lieu thereof, in accordance with California law.

Mr. Riazatikesheh alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Mr. Riazatikesheh and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Mr. Riazatikesheh

and other aggrieved employees to continue working throughout their meal periods. Further, Mr. Riazatikesheh and other aggrieved regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Moreover, Employer had an auto-deduct policy for meal periods regardless of whether Mr. Riazatikesheh and/or other aggrieved employees actually took a meal period, or received a late or missed meal period. Employer would utilize this policy on occasions when Mr. Riazatikesheh and other Aggrieved Employees failed to clock in/out for their meal break, or a timely, uninterrupted meal was never taken. Such a policy failed to accurately and precisely illustrate the true record of Mr. Riazatikesheh and other aggrieved employees' s meal breaks. Furthermore, Employer at other times, ordinarily required Mr. Riazatikesheh and other aggrieved employees to clock in and out for their meal breaks. However, notwithstanding the foregoing, Employer failed to keep *actual* and accurate time records for which Mr. Riazatikesheh and other aggrieved employees spent taking meal breaks. Instead, Employer routinely utilized a rounding policy to round time punches for Mr. Riazatikesheh and other aggrieved employees' meal periods. For example, Employer would systematically round the time punches to the nearest ten (10) minute increment. In these instances, Mr. Riazatikesheh and other aggrieved employees did not receive a meal premium, even though the actual meal period taken by Mr. Riazatikesheh and other aggrieved employees were substantially less than thirty (30) minutes. Due to Employer's rounding policy, Mr. Riazatikesheh and other aggrieved employees did not receive proper premiums for meal periods that were shortened or delayed.

Mr. Riazatikesheh further alleges that he and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Riazatikesheh and other aggrieved employees were generally precluded from taking rest periods due to Employer's failure to sufficiently staff shifts to provide relief and thereby allow Mr. Riazatikesheh and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Mr. Riazatikesheh alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and The Industrial Welfare Commission Order No. 1 ("Wage Order 1").

B. First Class Pizza Failed to Pay Mr. Riazatikesheh and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime

Employer failed to pay Mr. Riazatikesheh and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Mr. Riazatikesheh and other aggrieved employees worked shifts in excess of eight (8) hours per day, all hours worked, but not compensated were required to be compensated at a

rate of at least one-and-a-half times each employee's base rate of pay. To the extent such hours exceeded twelve (12) in one day or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee's base rate of pay.

Further, Employer either compensated Mr. Riazatikesheh and aggrieved employees for overtime and double time hours worked at their regular rate of pay despite having worked in excess of up to and over twelve (12) hours per workday and in excess of eight (8) hours on the seventh consecutive day of work in a workweek, or would simply not compensate for hours worked in excess of ten (10) hours per workday. In addition, Employer maintained a common practice of rounding time recorded by Mr. Riazatikesheh and other aggrieved employees at regular fifteen (15) minute increments to the detriment of Mr. Riazatikesheh and other aggrieved employees.

Employer's failure to pay minimum wage and applicable overtime rates to Mr. Riazatikesheh and other aggrieved employees, as well as rounding time recorded, as detailed above, is actionable under PAGA as a violation of Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Orders.

C. First Class Pizza Failed to Provide Mr. Riazatikesheh and Other Aggrieved Employees Compliant Wage Statements, and Failed to Pay all Wages Earned at the Time Their Employment Ended

Employer further failed to maintain complete and accurate payroll records and failed to provide Mr. Riazatikesheh and other aggrieved employees with complete and accurate wage statements. Specifically, Mr. Riazatikesheh and other aggrieved employees received wage statements that failed to include all rest and meal break premiums earned per pay period, compensation for actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. This conduct is in violation of Labor Code sections 226, 226.3, 1174 and 1174.5 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. First Class Pizza failed to Reimburse Mr. Riazatikesheh and Other Aggrieved Employees for Necessary Business Expenditures

Pursuant to Labor Code section 2802(a) "[a]n employer shall indemnify his or her employee for all necessary business 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..." The purpose of this statute is to "prevent employers from passing their operating expenses on to their employee," *Gattuso v. Harte-Hanks Shoopers, Inc.*, 42 Cal 4th 554, 562 (2007) (quoting legislative history from the 2000 amendment to the statute). Under Labor Code section 2802, "necessary" is defined to include all "reasonable" expenses.

The employer's obligation to reimburse business related expense arises when the employer "knew or should have known: that its employees have incurred business related expenses. *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903 (N.D. Cal. 2009) (Hon. Edward Chen); *Wilson v. Kiewit Pacific Co.*, 2010 WL 5059522 (N.D. CI Dec. 6, 2010) (Hon. Susan Illston) (adopting the "knew or should have known standard" standard from RadioShack.)

i. Employer Failed to Reimburse Mr. Riazatikesheh and the Other Aggrieved Employees for Using their Personal Cellphones

Under Labor Code section 2802, employers must reimburse employees for required work-related use of personal cellphones – regardless of whether they incur any additional out of pocket expense from that work-related use. *See, Cochran v. Schwan's Home Service, Inc.* 228 Cal App. 4th 1137 (August 12, 2014) (reversing denial of class certification in cell phone reimbursement class action). *Cochran* held that "[i]f an employee is required to use personal cellphone to carry out work related duties, then he or she is incurring an expense for the purpose of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans to accommodate work related cellphone usage...To show liability under section 2802, an employee need only show that he or she was required to use a personal cellphone to carry out work related duties, and he or she was no reimbursed." *Id.* At 1144-45 (emphasis added.)

First Class Pizza failed to reimburse Mr. Riazatikesheh and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Specifically, Employers required Mr. Riazatikesheh and other aggrieved employees to use their personal cellphones to carry out their work-related duties, including without limitation communicating with supervisors, regarding scheduling, to clock in/out, view wage statements, view/request sick leave as well as vacation leave. However, Mr. Riazatikesheh and other aggrieved employees were not reimbursed for the reasonable percentage of their cellphone bills. Employer's failure to reimbursement said expenditure constitutes a violation of Labor Code section 2802 and is actionable under PAGA.

ii. Employer Failed to Reimburse Mr. Riazatikesheh and the Other Aggrieved Employees for Using their Personal Vehicles

Employer regularly required Mr. Riazatikesheh and the Other Aggrieved Employees to use their personal vehicles to make deliveries. Employers failed to maintain adequate insurance coverage, reimburse Mr. Riazatikesheh and other aggrieved employees for additional insurance premiums for the use of their personal vehicles to perform job-related tasks, and pay for any deductible or costs associated with automobile accidents that arose while Mr. Riazatikesheh and other aggrieved employees used their personal vehicles to carry out their job duties. Moreover, Mr. Riazatikesheh and other aggrieved employees never received a mileage reimbursement, compliant with the IRS standard mileage rates when they used their personal vehicles in the course and scope of their employment. Employers' failure to reimburse Mr. Riazatikesheh and other aggrieved employees for these business-related expenditures is in violation of Labor Code sections 2800 and 2802 and actionable under PAGA.

iii. Employer Failed to Reimburse Mr. Riazatikesheh and the Other Aggrieved Employees for Maintaining the Uniforms Employer Mandated them to Wear

Mr. Riazatikesheh and other Aggrieved Employees' appearance was controlled by the Employer, as they were required to wear uniforms bearing Employer's logo while on their shifts. However, despite this requirement, Mr. Riazatikesheh and other Aggrieved Employees were obligated to bear all costs and expenses associated with the upkeep of their uniforms. Thus, the Employer's policy of requiring Mr. Riazatikesheh and other Aggrieved Employees to wear uniforms with company logos, without providing maintenance or reimbursement for said expenditure, constitutes a violation of California Labor Code section 2802 and is actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Riazatikesheh becomes aware of additional compensation owed or losses incurred by Mr. Riazatikesheh or by any other aggrieved employee of the Employer, Mr. Riazatikesheh expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq

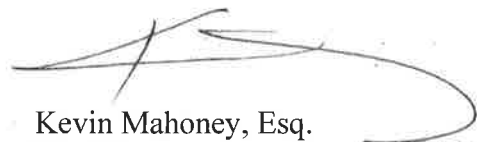
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Telephone: (562) 590-5550

Facsimile: (562) 590-8400

Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.

MAHONEY LAW GROUP, APC