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 JOSE G. TORRES on behalf of
 10 himself, all aggrieved employees, and the State
 of California as a Private Attorneys General
 11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 13 **COUNTY OF LOS ANGELES**
 14

15 JOSE G. TORRES, an individual, on behalf
 of himself, all aggrieved employees, and
 16 the State of California as a Private
 Attorneys General,
 17

18 Plaintiffs,

19 vs.

20 CALIFORNIA FISH GRILL
 INVESTMENTS, LLC a Delaware
 21 Corporation, and DOES 1-50, inclusive,
 22

23 Defendant.
 24

Case No.: **21STCV46445**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys
 General Act of 2004, Cal. Labor Code
 §2698 et seq.**

1 Plaintiff JOSE G. TORRES brings this PAGA representative action complaint on
2 behalf of himself, all aggrieved employees, and the State of California as a Private
3 Attorneys General, and alleges as follows:

4
5 **NATURE OF THE ACTION**

6 1. Plaintiff JOSE G. TORRES worked for defendant CALIFORNIA FISH GRILL
7 INVESTMENTS, LLC and Does 1-50 (collectively “Defendant” or “Employer”) from
8 October 2020 through June 7, 2021. Plaintiff brings this action pursuant to the Private
9 Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a
10 representative basis. All current and former non-exempt, hourly employees of Defendant
11 in California within one year of serving notice on the LWDA on October 14, 2021, to the
12 present are aggrieved employees.

13 2. Defendant failed to comply with California Labor Code requirements due to
14 erroneous, willful, and intentional employment practices and policies. Plaintiff brings this
15 representative action on behalf of himself, all others similarly situated aggrieved
16 employees, and the State of California, based upon the claims articulated below. Plaintiff
17 provided notice of the claims pursuant to §2698 *et seq.*, to the Labor and Workforce and
18 Development Agency (“LWDA”), as illustrated by the attached Exhibit. The LWDA has
19 not provided any notice to Plaintiff following the exhaustion of the 65-day notice period
20 required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
21 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

22 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all
23 hours worked, including overtime hours worked; (2) failing to provide rest breaks; (3)
24 failing to provide uninterrupted meal breaks; (4) failing to provide place of employment
25 that is safe and healthful; (5) failing to provide cool-down periods; (6) failing to provide
26 required seating; (7) failing to provide safe working conditions; (8) failing to timely pay
27 all wages owed; and (9) failing to provide accurate wage statements and maintain accurate
28 payroll records. Defendant is therefore liable for civil penalties under the Cal. Labor Code,

1 including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as
2 described more fully herein.

3 **THE PARTIES**

4 4. Plaintiff JOSE G. TORRES is a resident of the State of California and was
5 employed as an hourly, nonexempt employee of Defendant until June 7, 2021, earning
6 \$15.00 per hour at the time of separation.

7 5. Defendant CALIFORNIA FISH GRILL INVESTMENTS, LLC, is a Delaware
8 Corporation registered to do business and doing business in California with the capacity to
9 sue and to be sued, and doing business in the county of Los Angeles, California.

10 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
11 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50,
12 but is informed and believes and thereon alleges that said Defendant is legally responsible
13 for the wrongful conduct alleged herein and therefore sues these Defendant by such
14 fictitious names, Plaintiffs will amend this complaint when their true names and
15 capabilities are ascertained.

16 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
17 or indirectly, or through agents or other persons, employed Plaintiff and other aggrieved
18 employees of the representative class, and exercised control over their wages, hours, and
19 working conditions. Plaintiff is informed and believes and thereon allege that each
20 Defendant acted in all respects pertinent to this action as the agent of the other Defendant,
21 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the
22 acts of each Defendant is legally attributable to the other Defendant.

23 **JURISDICTION AND VENUE**

24 8. Venue is proper in this judicial district because Defendant conduct business in this
25 county, and each defendant has legal obligations to Plaintiff and many of the aggrieved
26 employees in this case that arose in this county.

27 9. The statutory penalties sought by Plaintiff exceeds the minimum jurisdictional
28 limits of the Superior Court and will be established according to proof at trial. Based on

1 information, investigation, and analysis, Plaintiff alleges that the amount in controversy,
2 including claims for monetary damages, penalties, and attorney's fees, is more than twenty-
3 five thousand dollars (\$25,000).

4 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
5 resident of California, and Defendant is incorporated in and/or qualified to do business in
6 California and regularly conduct business in California. Further, there is no federal
7 question at issue as the claims herein are based solely on California law.

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

9 11. During the relevant period, Defendant committed various violations of the
10 California Labor Code as alleged below in more detail. Defendant enforce multiple policies
11 that violate state law, which is intended to increase profits to the detriment of aggrieved
12 employees.

13 12. Plaintiff is an aggrieved employee of Defendant, having worked for Defendant in
14 Defendant's fast casual dining restaurants.

15 13. For at least one (1) year prior to the date of service notice on the LWDA, and
16 continuing to the present, Defendant engaged in unlawful employment practices that
17 resulted in violations of numerous Labor Code sections, as set forth more fully below.

18 14. Plaintiff and all current and former employees within one year of serving notice
19 on the LWDA on October 14, 2021, to the present are aggrieved employees within the
20 meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

21 15. Defendant, and each of them, have committed the following violations of the
22 California Labor Code:

23 **Failure to Pay for All Hours Worked, Including Overtime Hours Worked**

24 (Cal. Labor Code §§218, 248.2, 558, 1194, 1197, 1198, 2698 *et seq.*)

25 16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.

27 17. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which
28 an employee is subject to the control of an employer and including all the time the

1 employee is suffered or permitted to work, whether or not required to do so.” Labor Code
2 §§1194 and 1197 require Defendant to compensate employees for all hours worked at least
3 at a minimum wage as established by the Wage Order.

4 18. Plaintiff and aggrieved employees were not paid for all hours worked, including
5 overtime hours worked and frequently required employees to work off the clock.

6 19. Defendant has been engaged in many unlawful employment practices which
7 resulted in underpayment for hours worked each pay period, including overtime hours
8 worked, as more fully set forth below:

9 20. Off the Clock Hours Worked, Failure to Pay Wages and Overtime. Plaintiff and
10 aggrieved employees frequently worked off the clock and were routinely subjected to
11 periods wherein they were under the Defendant’s control but not compensated for their
12 time. Plaintiff and aggrieved employees were expected to participate in and complete a
13 health questionnaire off the clock prior to every shift. Further, Plaintiff and aggrieved
14 employees were required to read and complete company forms off the clock. These forms
15 included, but are not limited to the company arbitration agreement, safety and health
16 policy, employee handbook (74 pages), time and attendance policy, confidentiality, and
17 assignment of inventions agreement, CCPA notice at collection of related to Covid-19,
18 transaction policy and procedure, predesignation of personal physician, and notice of
19 personal chiropractor or personal acupuncturist. Finally, Plaintiff and aggrieved
20 employees, specifically those working in the kitchen were required to clean strainers
21 during time they were not clocked into work. Plaintiff and aggrieved employees were not
22 paid for this time worked, resulting in failure to pay wages, including overtime and
23 minimum wages. Defendant has violated Labor Code §§510 1194, 1194.2, 1197, 1198,
24 1199 and Wage Order 5. Defendant is liable for civil penalties pursuant to Labor Code
25 §2698 *et seq.*

26 21. Failure to Pay for Work Performed During Unpaid Meal Periods. As more fully
27 set forth below, Defendant failed to permit Plaintiff and others to take timely, off-duty,
28 first and second meal breaks of “not less than 30 minutes” for each five consecutive hours

1 of work in violation of Labor Code §§226.7 and 512. From time-to-time Employees were
2 not given their meal break within the statutory time period required or Employees
3 experienced a disrupted meal break and were not given the entire 30-minute period for
4 their meal break. When employees like Plaintiff and aggrieved employees earning,
5 minimum wage do not receive payment for all hours worked, including off-the-clock and
6 overtime hours worked, the result is that they are earning less than the statutory minimum
7 wages for all hours worked, in violation of Labor Code §1197.

8 22. Failure to Pay COVID-19 Supplemental Paid Sick Leave. Pursuant to Labor
9 Code §1197, “[t]he minimum wage for employees fixed by the commission or by any
10 applicable state or local law, is the minimum wage to be paid to employees, and the
11 payment of a lower wage than the minimum so fixed is unlawful.” In the case of COVID-
12 19, Executive Order N-51-20 and Labor Code 248.2 requires that Defendant provide 80
13 hours of paid sick leave to full time employees. Food sector workers who work full time
14 are entitled to 80 hours of paid sick leave if the worker is subject to a Federal, State, or
15 local quarantine or isolation order related to COVID-19, or the worker is advised by a
16 health care provider to self-isolate or self-quarantine due to health concerns related to
17 COVID-19, or the worker is prohibited from working by the worker’s hiring entity due to
18 health care concerns related to the potential transmission of COVID-19. In this case,
19 Defendant is a covered employer under N-51-20 and Plaintiff and aggrieved employees are
20 covered employees. Plaintiff, along with several aggrieved employees became ill with
21 COVID-19 but were not compensated for all of their time off. As a result of these practices,
22 Defendant has violated Cal. Labor Code §§218, 510, 1194, 1197, 1198 and Industrial
23 Welfare Commission Wage Orders paragraph(3)(A)(1) for failure to pay overtime.
24 Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

25 23. Failure to Pay Overtime Wages. Defendant has required Plaintiff and aggrieved
26 employees to work hours in excess of eight hours in a day and forty in a week but has not
27 paid these employees overtime compensation. As a result, Plaintiff and aggrieved
28 employees have been denied payment for all hours worked as required by Cal. Labor

Code. §1194 and §1198. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

24. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Plaintiff and aggrieved employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

26. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. California employers must authorize or permit all hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 12(A), §1198.

27. Breaks were not integrated into daily schedules, and Defendant did not relieve Plaintiff or aggrieved employees for breaks. As a result, Plaintiff and other aggrieved employees were unable to take compliant rest periods. Defendant failed to pay Plaintiff and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, Plaintiffs also allege that their pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

1 28. Defendant failed to pay Plaintiff and similarly situated employees the premium
2 compensation (one hour of pay at the employee's regular rate of pay for missed or untimely
3 rest periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest
4 period violations occurred daily, however no rest period penalty pay is listed on the above
5 paystub. Pursuant to Labor Code §1198, "the employment of any employee... under
6 conditions of labor prohibited by the order is unlawful." Accordingly, because Defendant
7 violated Wage Order provisions requiring rest breaks, Defendant violated §1198. As a
8 result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code
9 §558 and §2698 et. seq. As a derivative claim, Plaintiff alleges that her pay statements were
10 inaccurate, failing to include required rest period penalties, thus failing the requirements of
11 Labor Code §226(a), resulting in further liability under Cal. Labor Code §§ 558 and 2698
12 et. seq.

13
14 **Failure to Provide Uninterrupted Meal Breaks**

 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

15 29. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 30. During Plaintiff's employment, Defendant failed to maintain a compliant meal
18 period policy and practice. Defendant failed to provide all of its hourly employees with
19 their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides,
20 "[a]n employer may not employ an employee for a work period of more than five hours
21 per day without providing the employee with a meal period of not less than 30 minutes..."
22 Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during
23 any meal... period mandated by an applicable order of the Industrial Welfare
24 Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless
25 an employee is relieved of all duty during a 30-minute meal period, the meal period shall
26 be considered an 'on duty' meal period and counted as time worked." Labor Code 1198
27 states that any violation of a wage order is a violation of the Labor Code.
28

1 31. Plaintiff and aggrieved employees frequently worked straight through their
2 shifts without a meal period. Defendant failed to permit Plaintiff and aggrieved employees
3 to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive
4 hours of work in violation of Labor Code §§226.7 and 512. Even when meal breaks were
5 given, they were non-compliant because Plaintiff and aggrieved employees were required
6 to wash their hands for no less than 2 minutes prior to coming back from their breaks. This
7 two minutes was counted as part of their break time even though it is a required work duty.

8 32. Defendant failed to pay Plaintiff and aggrieved employees one hour of pay at
9 the employee’s regular rate of pay for each day that a legally compliant meal period was
10 not provided. Labor Code §226.7. As a derivative claim, Plaintiff alleges that pay
11 statements were inaccurate, failing to include required meal period penalties, thus failing
12 the requirements of Labor Code §226(a). As a result of these violations, Defendant is liable
13 for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

14 **Failure to Provide Place of Employment That is Safe and Healthful**

15 (Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)

16 33. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 34. Cal. Labor Code § 6400(a) provides that every employer shall furnish
19 employment and a place of employment that is safe and healthful for the employees therein.
20 Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices
21 and safeguards, and shall adopt and use practices, means, methods, operations, and
22 processes which are reasonably adequate to render such employment and place of
23 employment safe and healthful. Pursuant to Cal. Labor Code §6402, no employer shall
24 require, or permit any employee to go or be in any employment or place of employment
25 which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail
26 or neglect to provide and use safety devices and safeguards reasonably adequate to render
27 the employment and place of employment safe, or to adopt and use methods and processes
28 reasonably adequate to render the employment and place of employment safe, or to do

every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.

35. Defendant failed to continue to take precautions to ensure Employee safety after the onset of COVID. Under LC §6409.6(a)(1) “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The Employees were not required to socially distance. Employees were forced to work in tight spaces near each other, ignoring social distancing mandates. In addition, though several employees became sick with COVID-19, management was not informing or trying to quarantine those who had been in contact with them. As a result of these practices, Defendant has violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlined above. Defendant is liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

Failure to Provide Cool-Down Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5)

36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

37. Section 15 of Wage Order 5 provides that:

- a. The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed
- b. If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

1 38. Cool-Down Periods. The kitchen area in the worksite was excessively hot and
2 did not have proper ventilation or effective climate control given the climate issues caused
3 by the grill and fry cook area. Temperatures would soar above 100 degrees. The only areas
4 with proper air conditioning and ventilation are the guest areas. Employee areas are
5 excessively hot and caused Plaintiff and aggrieved employees to suffer and sweat profusely
6 under the conditions. Title 8 of the California Code of Regulations cover standards for
7 indoor heat exposure. Section 3203 requires that employers take the steps necessary to
8 protect employees' health and safety when the temperature exceeds 85 degrees in the
9 workplace. Labor Code 226.7 requires that breaks comply with requirements of the wage
10 orders.

11 39. Plaintiff and aggrieved employees who worked in the kitchen worked under
12 extreme heat with no cooling or ventilation. Defendant did not give employees cool-down
13 periods. Employers who fail to provide required recovery periods are liable for damages
14 under Labor Code 226.7.

15 **Failure To Provide Suitable Seating**

16 (Lab. Code section 1198 and Wage Order 5 Section 14)

17 40. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
18 incorporate said paragraphs herein by reference.

19 41. Labor Code section 1198 states, in pertinent part, "The employment of any
20 employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

21 42. Section 14 of Wage Order 5 provides that:

- 22 a. All working employees shall be provided with suitable seats when the nature
23 of the work reasonably permits the use of seats.
- 24 b. When employees are not engaged in the active duties of their employment
25 and the nature of the work requires standing, an adequate number of suitable
26 seats shall be placed in reasonable proximity to the work area and employees
27 shall be permitted to use such seats when it does not interfere with the
28 performance of their duties.

1 43. At all relevant times, Defendant failed to provide Plaintiff and aggrieved
2 employees with suitable seating during their employment as required by section 14 of the
3 applicable Wage Order. Plaintiff and other aggrieved employees were not provided with
4 seating during shifts in which they worked at positions which would reasonably permit the
5 use of seating.

6 44. Accordingly, Plaintiff, on behalf of himself and aggrieved employees, will
7 pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the
8 extent allowed by law for the alleged violations.

9 **Failure to Provide Safe Working Conditions**

10 (Cal. Labor Code §1198, Wage Order 5)

11 45. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
12 incorporate said paragraphs herein by reference.

13 46. Defendant's workplaces would get unsafely hot in the kitchen area. Plaintiff and
14 aggrieved employees are required to work with the flames of the grill and fry area with no
15 air circulation, ventilation or cooling mechanism. Defendant does not have proper climate
16 control. Plaintiff and his coworkers worked in unbearable heat.

17 47. As stated above, Section 15 of Wage Order 5 provides that:

- 18 a. The temperature maintained in each work area shall provide reasonable
19 comfort consistent with industry-wide standards for the nature of the process
20 and the work performed.
- 21 b. If excessive heat or humidity is created by the work process, the employer
22 shall take all feasible means to reduce such excessive heat or humidity to a
23 degree providing reasonable comfort.

24 48. In addition to climate control issues, Defendant failed to take safety measures
25 required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful
26 to employ employee in conditions prohibited by the wage order. By violating the wage
27 order, Defendant is liable for civil penalties pursuant to §2698 *et. seq.*

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1 52. As set forth above, due to Defendant's unlawful employment practices,
2 Defendant knowingly and willfully failed to pay all minimum wages owed to Plaintiff at
3 the time employment terminated. Defendant willfully failed to pay aggrieved employees
4 who are no longer employed by it all compensation due upon termination of employment
5 as required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, Plaintiff and similarly
6 situated individuals are now also entitled to recover up to thirty (30) days of unpaid
7 minimum wages due to Defendant's "willful" failure to comply with the statutory
8 requirements of §§201 and 202 of the Labor Code. Moreover, because Defendant violated
9 §§201-203, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 et
10 seq.

11 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record**

12 **Keeping Requirements**

13 (Cal. Labor Code §§ 226, 1174(d), 2699 *et seq*)

14 53. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 54. California Labor Code § 226(a) provides that "[e]very employer shall,
17 semimonthly or at the time of each payment of wages, furnish each of his or her
18 employees...an accurate itemized statement in writing showing (1) gross wages earned, (2)
19 total hours worked..., (3) the number of piece-rate units earned and any applicable piece
20 rate if the employee is paid on a piece-rate basis, (4) all deductions ... , (5) net wages earned,
21 (6) the inclusive dates of period for which the employee is paid, (7) the name of the
22 employee and his or her social security number..., (8) the name and address of the legal
23 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
24 and the corresponding number of hours worked at each hourly rate by the employee."

25 55. Defendant knowingly and intentionally failed to provide timely, accurate,
26 itemized wage statements to Plaintiff and the aggrieved employees in accordance with
27 Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements
28 provided to Plaintiff and aggrieved employees, and the records maintained by Defendant,

1 have not accurately reflected actual gross wages earned, including pay for all hours worked,
2 overtime, and meal/rest premiums, and total hour worked. In addition, the wage statements
3 fail to identify the entity that is the true legal employer pursuant to §226(a)(8).

4 56. Such failures caused injury to Plaintiff and others, by, among other things,
5 impeding them from knowing the total hours worked and the amount of wages to which
6 they are and were entitled and from identifying the true legal employer for purposes of
7 asserting wage and hour claims. Defendant knowingly and intentionally failed to itemize
8 the gross wages earned, net wages earned, and total hours worked. Defendant is liable for
9 civil penalties pursuant to Labor Code § 2698 *et seq.*

10 57. Through this representative action, Plaintiff will advance the interests of
11 hundreds of current and former employees, such that joinder is impracticable. These
12 current and former employees can be readily be identified through a review of Defendant's
13 payroll records and the records of the company that handles payroll for Defendant.

14 58. Plaintiff seeks to recover the PAGA civil penalties through a representative
15 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*
16 (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is
17 not required.

18 **FIRST CAUSE OF ACTION**

19 **Against All Defendant for Violation of the Private Attorneys General Act ("PAGA")** 20 **(California Labor Code §2698 *et seq.*)**

21 59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
22 incorporate said paragraphs herein by reference.

23 60. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by
24 Defendant during the applicable statutory period and suffered one or more of the Labor
25 Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of
26 himself and all other current and former aggrieved employees of Defendant, the civil
27 penalties provided by PAGA, plus reasonable attorneys' fees and costs.
28

1 61. Plaintiff seeks to recover the PAGA civil penalties through a representative
2 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*
3 (2009) 46 Cal. 4th 969. Therefore, class certification of the PAGA claims brought herein is
4 not required.

5 62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following
6 Labor Code provisions:

- 7 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked
8 (Cal. Labor Code §§218, 248.2, 558, 1194, 1197, 1198, 2698 *et seq.*)
- 9 b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558,
10 1198, 2698 *et seq.*)
- 11 c. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226,
12 226.7, 512, 558, 1198, 2699 *et seq.*)
- 13 d. Failure to Provide Place of Employment that is Safe and Healthful (Cal.
14 Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR
15 3202)
- 16 e. Failure to Provide Cool-Down Periods (Cal. Labor Code §§226 (a), 226.7,
17 512, 558, 1198, 2698 *et seq.*, Wage Order 5)
- 18 f. Failure to Provide Suitable Seating (Lab. Code section 1198 and Wage Order
19 5 Section 14)
- 20 g. Failure to Provide Safe Working Conditions (Cal. Labor Code §§1198, Wage
21 Order 5)
- 22 h. Failure to Timely Pay All Wages Owed (Cal. Lab. Code §§201, 202 and 2698
23 *et seq.*)
- 24 i. Failure to Provide Accurate Itemized Wage Statements & Violation of
25 Record Keeping Requirements (Cal. Labor Code §§ 226, 1174(d), 2699 *et*
26 *seq*)

27 63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes
28 a civil penalty in addition to any other penalty provided by law of two hundred fifty dollars

1 (\$250) per aggrieved employee for the first violation and one thousand dollars (\$1,000) per
2 aggrieved employee for each subsequent violation of Labor Code §226(a).

3 64. With respect to violations of Labor Code §510, Labor Code §558 imposes a civil
4 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
5 violations for each underpaid employee for each pay period for which the employee was
6 underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid
7 employee for each pay period for which the employee was underpaid. Plaintiff only seeks
8 penalties under §558 and does not seek underpaid wages under §558, which are not
9 available in PAGA actions.

10 65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100)
11 per pay period, per aggrieved employee for initial violations, and two hundred dollars
12 (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code
13 provisions for which a civil penalty is not specifically provided.

14 66. Plaintiff and the other current and former employees of Defendant are aggrieved
15 employees. They were or are employed by Defendant, and each of them, and the violations
16 alleged herein were committed against them. Plaintiff brings this action on behalf of
17 himself and all other current and former aggrieved employees.

18 67. At the time of each violation, Defendant employed one or more employees.

19 68. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each
20 of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to
21 be determined at trial, pre-judgment interest, costs, and attorneys' fees.

22 69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3
23 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the
24 Labor and Workforce Development Agency ("LWDA") and served by certified mail upon
25 Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific
26 Labor Code provisions that Defendant has violated. The LWDA did not respond to
27 Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted
28

administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue these PAGA claims in this action on behalf of aggrieved employees and the State of California.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: December 20, 2021

**KOUL LAW FIRM
LAW OFFICES OF SAHAG MAJARIAN II**



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff JOSE G. TORRES, and
all aggrieved employees

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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 14, 2021

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

California Fish Grill Investments, LLC
17310 Red Hill Ave Suite 330
Irvine, CA 92614

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Jose G. Torres
Employer: California Fish Grill Investments, LLC

Dear Sir or Madam:

Claimant Jose G. Torres has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM, and Sahag Majarian of Law Offices of Sahag Majarian II, to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, The Fish Grill Investments, LLC (hereafter “Employer.”)

Employer, a fish food restaurant chain, has a history of employment law violations. Claimant’s proposed PAGA representative action would represent dozens of current and former employees. Claimant is an aggrieved employee and worked for Employer from October of 2020 through June 7, 2021, earning \$15.00 per hour at the time of separation. As set forth herein, Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.*

We request that your agency investigate the claims alleged below or permit claimants to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Pay For All Hours Worked, including Overtime Hours Worked

(Cal. Labor Code §§218, 248.2, 558, 1194, 1197, 1198, 2698 *et seq.*)

Section 2(K) or Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an employer and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Labor Code §§1194 and 1197 require Employer to compensate employees for all hours worked at least at a minimum wage as established by the Wage Order.

Here, Employer did not pay for all hours worked and frequently required employees to work off the clock. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period as more fully set forth below:

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. Claimant and aggrieved employees were expected to participate in and complete a health questionnaire off the clock prior to every shift. Further, Claimant and aggrieved employees were required to read and complete company forms off the clock. These forms included, but are not limited to the company arbitration agreement, safety and health policy, employee handbook (74 pages), time and attendance policy, confidentiality, and assignment of inventions agreement, CCPA notice at collection of related to Covid-19, transaction policy and procedure, predesignation of personal physician, and notice of personal chiropractor or personal acupuncturist.

Finally, Claimant and aggrieved employees, specifically those working in the kitchen were required to clean strainers during time they were not clocked into work. Claimant and aggrieved employees were not paid for this time worked, resulting in failure to pay wages, including overtime and minimum wages. Employer has violated Labor Code §§510 1194, 1194.2, 1197, 1198, 1199 and Wage Order 5. Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, first and second meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. From time-to-time Employees were not given their meal break within the statutory time period required or Employees experienced a disrupted meal break and were not given the entire 30-minute period for their meal break.

When employees like Claimant and aggrieved employees earning, minimum wage do not receive payment for all hours worked, including off-the-clock and overtime hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked, in violation of Labor Code §1197.

Failure to Pay COVID-19 Supplemental Paid Sick Leave

Pursuant to Labor Code §1197, “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” In the case of COVID-19, Executive Order N-51-20 and Labor Code 248.2 requires that Employers provide 80 hours of paid sick leave to full time employees. Food sector workers who work full time are entitled to 80 hours of paid sick leave if the worker is subject to a Federal, State, or local quarantine or isolation order related to COVID-19, or the worker is advised by a health care provider to self-isolate or self-quarantine due to health concerns related to COVID-19, or the worker is prohibited from working by the worker’s hiring entity due to health care concerns related to the potential transmission of COVID-19.

In this case, Employer is a covered employer under N-51-20 and Claimant and aggrieved employees are covered employees. Claimant, along with several aggrieved employees became ill with COVID-19 but were not compensated for all of their time off. In fact, Claimant’s recovery was so extensive that he had to take three months off of work before he was well enough to return. Claimant was regularly scheduled to work approximately 15 hours per week but was only given 2 weeks pay for his recovery time off. At 15 hours per week Claimant was due at least 5 weeks of paid leave for his recovery.

As a result of these practices, Employers have violated Cal. Labor Code §§218, 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders paragraph(3)(A)(1) for failure to pay overtime. Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 *et seq.*

Failure to Pay Overtime Wages

Employer has required claimant and aggrieved employees to work hours in excess of eight hours in a day and forty in a week but has not paid these employees overtime compensation. As a result, Claimant and aggrieved employees have been denied payment for all hours worked as required by Cal. Labor Code. §1194 and §1198. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all

wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. California employers must authorize or permit all hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 5-2001 12(A), §1198.

Breaks were not integrated into daily schedules, and Employer did not relieve Claimant or aggrieved employees for breaks. As a result, Claimant and other aggrieved employees were unable to take compliant rest periods. Employer failed to pay Claimant and similarly situated employees all premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these missed rest periods. As a derivative claim, claimants also allege that their pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Employer failed to pay Claimant and similarly situated employees the premium compensation (one hour of pay at the employee's regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period violations occurred daily, however no rest period penalty pay is listed on the above paystub. Pursuant to Labor Code §1198, "the employment of any employee... under conditions of labor prohibited by the order is unlawful." Accordingly, because Employer violated Wage Order provisions requiring rest breaks, Employer violated §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim, Claimant alleges that her pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under Cal. Labor Code §§ 558 and 2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees frequently worked straight through their shifts without a meal period. Employer failed to permit Claimant and aggrieved employees to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Even when meal breaks were given, they were non-compliant because Claimant and aggrieved employees were required to wash their hands for no less than 2 minutes prior to coming back from their breaks. This two minutes was counted as part of their break time even though it is a required work duty.

Employer failed to pay Claimant and aggrieved employees one hour of pay at the employee's regular rate of pay for each day that a legally compliant meal period was not provided. Labor Code §226.7. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Place Of Employment That Is Safe And Healthful

(Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that "every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail

or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.

Employer failed to continue to take precautions to ensure Employee safety after the onset of COVID. Under LC §6409.6(a)(1) “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The Employees were not required to socially distance. Employees were forced to work in tight spaces near each other, ignoring social distancing mandates. In addition, though several employees became sick with COVID-19, management was not informing or trying to quarantine those who had been in contact with them. As a result of these practices, Employers have violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlined above. Employers are liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

Failure to Provide Cool-Down Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 5)

Section 15 of Wage Order 5 provides that:

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

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Cool-Down Periods

The kitchen area in the worksite was excessively hot and did not have proper ventilation or effective climate control given the climate issues caused by the grill and fry cook area. Temperatures would soar above 100 degrees. The only areas with proper air conditioning and ventilation are the guest areas. Employee areas are excessively hot and caused Claimant and aggrieved employees to suffer and sweat profusely under the conditions.

Title 8 of the California Code of Regulations cover standards for indoor heat exposure. Section 3203 requires that employers take the steps necessary to protect employees' health and safety when the temperature exceeds 85 degrees in the workplace. Labor Code 226.7 requires that breaks comply with requirements of the wage orders.

Claimant and aggrieved employees who worked in the kitchen worked under extreme heat with no cooling or ventilation. Employer did not give employees cool-down periods. Employers who fail to provide required recovery periods are liable for damages under Labor Code 226.7.

Failure To Provide Suitable Seating

(Lab. Code section 1198 and Wage Order 5 Section 14)

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

Section 14 of Wage Order 5 provides that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 14 of the applicable Wage Order. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating. Accordingly, Claimant, on behalf of himself and aggrieved employees, will

pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

Failure to Provide Safe Working Conditions
(Cal. Labor Code §1198, Wage Order 5)

Employer's workplaces would get unsafely hot in the kitchen area. Claimant and aggrieved employees are required to work with the flames of the grill and fry area with no air circulation, ventilation or cooling mechanism. Employer does not have proper climate control. Claimant and his coworkers worked in unbearable heat.

As stated above, Section 15 of Wage Order 5 provides that:

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

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

In addition to climate control issues, Employer failed to take safety measures required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

Failure to Timely Pay All Wages Owed

(Cal. Lab. Code §§201, 202 and 2698 *et seq.*)

Failure to Pay Wages Due Upon Termination

As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing, including payment for all hours worked, vacation pay, and penalty pay, to Claimant at the time employment terminated. Employer willfully failed to pay aggrieved employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, claimant and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Employer's "willful" failure to comply with the statutory requirements of

§§201 and 202 of the Labor Code. Moreover, because Employer violated §§201, 202 and 203, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Claimant believes that other employees who separated from the company, whether voluntary or involuntary, were also denied payment of wages in a timely manner as required by §§201-203. Claimant will seek restitution pursuant to §558 (a)(3) for himself and other aggrieved employees for each violation and will seek civil penalties under PAGA pursuant to §2698 *et. seq.*, on behalf of the Labor and Workforce and Development Agency (LWDA) against Employer if authorized to file a representative action on behalf of the State of California.

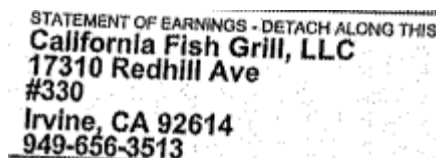
Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174(d), 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked. In addition, the wage statements fail to identify the entity that is the true legal employer pursuant to §226(a)(8). A screenshot of the employer's name listed on the wage statement follows:



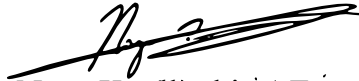
STATEMENT OF EARNINGS - DETACH ALONG THIS
California Fish Grill, LLC
17310 Redhill Ave
#330
Irvine, CA 92614
949-656-3513

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled and from identifying the true legal employer for purposes of asserting wage and hour claims. Employer knowingly and intentionally failed to itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.

Sahag Majarian, II, Esq.

Attorney for Claimant

Cc: Sahag Majarian, Esq.,

Law Offices of Sahag Majarian II

18250 Ventura Blvd., Tarzana, CA 91356