

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Douglas Stern

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Attorneys for Plaintiff,
JAMIE BARRON on behalf of
all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JAMIE BARRON, an individual, on behalf of
all aggrieved employees, and the State of
California as a Private Attorneys General,

Plaintiff,

vs.

GENEVA FINANCIAL LLC, an Arizona
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: **22STCV33032**

REPRESENTATIVE ACTION

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

Plaintiff JAMIE BARRON brings this PAGA representative action complaint on behalf of
all aggrieved employees, and the State of California as a Private Attorneys General, and alleges as
follows:

1 **NATURE OF THE ACTION**

2 1. Plaintiff JAMIE BARRON worked as an employee for defendant GENEVA
3 FINANCIAL LLC and Does 1-50 (collectively “Defendant”). Defendant is a financial services
4 company formed in Arizona and registered to do business in California. Plaintiff brings this action
5 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*,
6 on a representative basis. All current and former employees who were misclassified and should
7 have been classified as hourly, non-exempt employees of Defendant within one year of serving
8 notice on the LWDA to the present are aggrieved employees.

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

18 3. Defendant has had a consistent policy and/or practice of misclassifying employees as
19 exempt employees when the nature and scope of their work is consistent only with classification
20 as non-exempt, hourly employees. As a result, Plaintiff and aggrieved employees were deprived
21 of the protections of the California Labor Code wage and hour laws applicable to hourly, non-
22 exempt employees, including required overtime, meal and rest breaks, reimbursement for business
23 expenses, and other protections as discussed herein. Concerning these misclassified employees,
24 Defendant has policies and practices that result in: (1) failing to pay for all hours worked, including
25 overtime hours worked; (2) failing to pay wages due upon termination; (3) failing to provide rest
26 breaks; (4) failing to provide uninterrupted meal breaks and second meal breaks; (5) failing to
27 reimburse for required business expenses; and (6) failing to provide accurate wage statements and
28 maintain accurate payroll records. Defendant is therefore liable for civil penalties under the Cal.

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

3 **THE PARTIES**

4 4. Plaintiff JAMIE BARRON is a resident of the State of California and is a former
5 employee of Defendant, who worked for Defendant until November 24, 2021.

6 5. Defendant GENEVA FINANCIAL LLC is an Arizona limited liability company
7 authorized to do business and doing business in California with the capacity to sue and to be sued,
8 and doing business, in the county of Los Angeles, State of California.

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

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

21 **JURISDICTION AND VENUE**

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

25 9. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
26 the Superior Court and will be established according to proof at trial. Based on information,
27 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
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1 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
2 (\$25,000).

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

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

11 12. This representative action represents over one hundred current and former aggrieved
12 employees.

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

16 14. Plaintiff and all current and former employees who were misclassified and should have
17 been classified as hourly, non-exempt employees of Defendant within one year of serving notice
18 on the LWDA to the present are aggrieved employee within the meaning of Labor Code 2699, *et*
19 *seq.* (See Labor code §2699(c).)

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

22 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

23 (Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,
24 1197.1, 1198, 2698 *et seq.*, Wage Order 4)

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

27 17. Wage Order 4 defines "hours worked" as "the time during which an employee is subject
28 to the control of an including all the time the employee is suffered or permitted to work, whether

1 or not required to do so.” As a result of misclassifying Plaintiff and aggrieved employees,
2 Defendant has been engaged in many unlawful employment practices which resulted in
3 underpayment for hours worked each pay period as more fully described below.

4 18. Unpaid Overtime. Although Plaintiff and many aggrieved employees worked from
5 home, they were required to log into their work system using the computer equipment provided to
6 them by Defendant. Plaintiff and aggrieved employees were not permitted to change the password
7 or store personal files on Defendant’s devices, and Defendant withheld \$1000 from employees’
8 final checks upon separation until they returned Defendant’s devices. Employees who worked in
9 positions similar to Plaintiff at Defendant’s office locations were also misclassified. Plaintiff and
10 others aggrieved employees did not manage other employees, nor did they have the ability to hire
11 or fire other employees.

12 19. Plaintiff and aggrieved employees were required to log in at specific times to start
13 working. For example, Plaintiff was required to log into the company system and start working at
14 7:00 am, and had no discretion over when or how he performed his work. At the end of the
15 workday, Plaintiff and aggrieved employees log out of the company system. Accordingly, although
16 Plaintiff did not work in an office setting or clock in or out, Defendant has records concerning the
17 amount of overtime hours employees worked due to their method of supervising employees
18 remotely. For example, Plaintiff regularly worked 9-10 hours per day, often logging in at 6:45 am
19 and logging out at 6 pm, and he was not paid any overtime for these excessively long shifts.

20 20. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
21 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to
22 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the
23 unlawful employment policies and practices discussed herein. As a result of these practices,
24 Plaintiff and aggrieved employees were underpaid for hours worked, including overtime and
25 penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.
26 Due to this failure, Defendant is liable under Labor Code §210 for failure to pay wages as required
27 by law.
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1 rest breaks and premium payments for non-compliant rest breaks, and did not adequately inform
2 and train employees about when, where and how to take timely and uninterrupted ten-minute rest
3 breaks.

4 27. Defendant did not authorize or permit all of its hourly employees to take at least a ten
5 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
6 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4. Defendant failed
7 to pay the 1-hour penalty, as required, at the properly calculated regular rate of pay. Because
8 Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of
9 these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 et. seq.

10 **Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**

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

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

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

24 30. Plaintiff and aggrieved employees received late, shortened, or no meal periods due to
25 the press of work. Defendant did not keep records of meal periods, however due to the remote
26 technology employed, Defendant's records would show whether and when employees were able
27 to log-off for a meal period. Plaintiff and aggrieved employees were not paid a premium payment,
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1 paid as an hour's wage when meal periods were not given to them in compliance with California
2 law.

3 **Failure to Reimburse for Required Business Expenses**

4 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

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

7 32. Labor Code §2802 requires employers to indemnify employees for necessary
8 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
9 Plaintiff and aggrieved employees were required to use their personal cell phones for work
10 purposes constantly throughout the day, and to use their personal home internet service without
11 reimbursement. Plaintiff and aggrieved employees also provided their own paper, ink cartridges
12 and electricity at their own expense, although it was being used in the course of performance of
13 required work activities. .

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

16 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

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

19 34. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
20 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
21 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
22 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
23 actual gross wages earned, including pay for all hours worked, and overtime. They also fail to state
24 the correct legal address for Defendant, and instead list an address that is different than the address
25 disclosed to the California Secretary of State. Such failures caused injury to Plaintiff and others,
26 by, among other things, impeding them from knowing the total hours worked and the amount of
27 wages, overtime, penalty payments, and expense reimbursements to which they are and were
28 entitled. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

1 35. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
2 employees to sign employment related contracts and documents that contained unlawful terms of
3 employment.

4 **FIRST CAUSE OF ACTION**

5 **Against All Defendants for Violation of the Private Attorneys General Act (“PAGA”)**

6 **(California Labor Code §2698 *et seq.*)**

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

9 37. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant
10 during the applicable statutory period and suffered one or more of the Labor Code violations set
11 forth herein. Accordingly, Plaintiff seeks to recover on behalf of all current and former aggrieved
12 employees of Defendant, as defined herein, and the State of California, the civil penalties provided
13 by PAGA, plus reasonable attorneys’ fees and costs.

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

17 39. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
18 Code provisions:

- 19 a. Failure to Pay for All Hours Worked, Including Overtime Hours Worked (Cal.
20 Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194,
21 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 4);
- 22 b. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256
23 and 2698 *et seq.*);
- 24 c. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
25 2698 *et seq.*);
- 26 d. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks (Cal. Labor
27 Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*);
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1 e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§1198,
2 2802, 2699 *et seq.*);

3 f. Failure to Provide Accurate Itemized Wage Statements and Violation of Record
4 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

5 40. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
6 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
7 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
8 employee for each subsequent violation of Labor Code §226(a).

9 41. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
10 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
11 for each underpaid employee for each pay period for which the employee was underpaid, and one
12 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
13 for which the employee was underpaid.

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

18 43. Plaintiff and the other current and former employees of Defendant are aggrieved
19 employees. They were or are employed by Defendant, and each of them, and the violations alleged
20 herein were committed against them. Plaintiff brings this action on behalf of all current and former
21 aggrieved employees.

22 44. At the time of each violation, Defendant employed one or more employees.

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

26 46. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
27 to filing this Complaint. By the Notice attached as **Exhibit 1**, submitted online to the Labor and
28 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,

1 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
2 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
3 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
4 §2699.3, Plaintiff may now pursue his PAGA claims in this action on behalf of aggrieved
5 employees and the State of California.

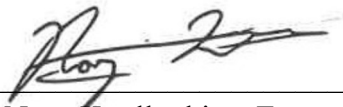
6 **PRAYER FOR RELIEF**

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

- 9 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
10 determined at trial, but at least the jurisdictional amount of this Court;
- 11 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
12 and/or other applicable law;
- 13 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
14 law;
- 15 4. Pre-judgement and post-judgement interest as provided by law; and
- 16 5. Such other and further relief that the Court may deem just and proper.
- 17

18 DATED: October 7, 2022

KOUL LAW FIRM

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21 BY: Nazo Koulloukian, Esq.
22 Attorneys for Plaintiff JAMIE BARRON, and all
23 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

August 3, 2022

Via E-filing:

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

Via Certified U.S. Mail:

Geneva Financial, LLC
180 S. Arizona Ave #310
Chandler, AZ 85225

Geneva Financial, LLC
3155 S. Price Road, Suite 105
Chandler, AZ 85248

Re: PAGA Notice Pursuant to California Labor Code §2699
 Claimants: Jamie Barron
 Employer: Geneva Financial, LLC

Dear Sir or Madam:

Claimant Jamie Barron has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Geneva Financial, LLC (hereafter “Employer”).

Employer misclassified Claimant and aggrieved employees as exempt employees when the nature and scope of their work is consistent only with classification as non-exempt, hourly employees. As a result, Claimant and aggrieved employees were deprived of the protections of the California Labor Code wage and hour laws applicable to hourly, non-exempt employees, including required overtime, meal and rest breaks, reimbursement for business expenses, and other protections as discussed below. Claimant worked for Employer until November 24, 2021.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and 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 Claimant 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 §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 4)

Wage Order 4 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” As a result of misclassifying Claimant and aggrieved employees as exempt employees instead of properly classifying them as non-exempt, hourly employees, Employer has engaged in many unlawful employment practices resulting in underpayment for hours worked each pay period.

Although Claimant and many aggrieved employees worked from home, they were required to log into their work system using the computer equipment provided to them by Employer. Employees were not permitted to change the password or store personal files on Employer’s devices, and Employer withheld \$1000 from employees’ final checks upon separation until they returned Employer’s devices. Employees who worked in positions similar to Claimant at Employer’s office locations were also misclassified. Claimant and others aggrieved employees did not manage other employees, nor did they have the ability to hire or fire other employees.

Employees were required to log in at specific times to start working. For example, Claimant was required to log into the company system and start working at 7:00 am, and had no discretion over when or how he performed his work. At the end of the workday, aggrieved employees log out of the company system. Accordingly, although Claimant did not work in an office setting or clock in or out, Employer has records concerning the amount of overtime hours employees worked due to their method of supervising employees remotely. For example, Claimant regularly worked 9-10 hours per day, often logging in at 6:45 am and logging out at 6 pm, and he was not paid any overtime for these excessively long shifts.

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 Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including penalty wages, and underpaid regular and overtime wages, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. In addition to derivative waiting time claims, Employer purposefully withheld \$1000 from Claimant and other employees' final paychecks until all company equipment was returned. Claimant was paid his final wages 9 days after termination, instead of on the same day as required. The final \$1000 of his final wages was not paid to Claimant until 2.5 weeks after termination. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

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. Claimant reports being unable to take any rest breaks due to the press of work, and also because rest breaks were not permitted as he and aggrieved employees were misclassified as exempt employees.

Employer did not authorize or permit all of its misclassified 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 4. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

Failure to Provide Uninterrupted Meal Breaks & Second 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 misclassified 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 received late, shortened, or no meal periods due to the press of work. Employer did not keep records of meal periods, however due to the remote technology employed, Employer's records would show whether and when employees were able to log-off for a meal period. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees were required to use their personal cell phones for work purposes constantly throughout the day, and to use their personal home internet service without reimbursement. Claimant and aggrieved employees also provided their own paper, ink cartridges and electricity at their own expense, although it was being used in the course of performance of required work activities.

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

(Cal. Labor Code §§ 226, 1174, 1174.5, 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, and overtime. They also fail to state the correct legal address for Employer, and instead list an address that is different than the address disclosed to the California Secretary of State.

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 where to report complaints such as the ones described herein. Employer knowingly and intentionally failed to accurately 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.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment related contracts and documents that contained unlawful terms of employment.

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 his claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish at the end.

Nazo Koulloukian, Esq.
Attorneys for Claimant