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FILED
 Superior Court of California
 County of Los Angeles

03/30/2026

David W. Slayton, Executive Officer / Clerk of Court

By: D. Ortiz Deputy

5 Attorneys for Plaintiff, OLIVERIO GOMEZ
 JACOME, as an aggrieved employee, and on behalf
 6 of all other aggrieved employees

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

11 **OLIVERIO GOMEZ JACOME**, on behalf
 12 of all similarly situated individuals,

13 Plaintiff,

14 v.

15 **CAR WASH ON BROADWAY LLC dba**
 16 **CITI CAR WASH**, a California limited
 17 liability company; **ALEX OHANYAN**, an
 individual; and **DOES 1-10**, inclusive;

18 Defendants.
 19

CASE NO. 25STCV25658

[Assigned for all purposes to the Hon. Gary D.
 Roberts, Dept. 73]

**FIRST AMENDED REPRESENTATIVE
 COMPLAINT FOR:**

- 1) **PAGA Penalties (Labor Code §§
 2698, *et seq.*)**

1 Plaintiff Oliverio Gomez Jacome (“Mr. Jacome”), on behalf of the State of California, solely in his
2 representative capacity as a private attorney general under the Private Attorney General Act of 2004, Labor
3 Code § 2699, *et seq.* (“PAGA”), hereby brings this action on behalf of all “aggrieved employees” and
4 alleges as follows, by and through his counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor and
7 Workforce Development Agency, to bring a civil action against an employer on behalf of himself and other
8 current or former employees to recover civil penalties for Labor Code violations they have sustained.”
9 *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s default
13 civil penalties are thus calculated to punish the employer’ for wrongdoing and to deter violations rather
14 than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc.*, No.
16 B326759, at *1 (Cal. Ct. App. Mar. 20, 2024), Mr. Jacome does not bring suit in his individual capacity
17 and does not seek to recover anything through this suit other than civil penalties as permitted under
18 PAGA—he brings this action solely in his representative capacity under the PAGA, on behalf of the State
19 of California, the public, and all aggrieved employees of Defendants.

20 4. Further, under the authority expressed in *CRST Expedited, Inc. v. Superior Court*, at *883
21 (112 Cal.App.5th 872 (2025)), Plaintiff pursues a “headless PAGA action” as such actions “were among
22 the choices allowed the LWDA’s representatives.”

23 5. To the extent that statutory violations are mentioned for wage violations, Mr. Jacome does
24 not seek underlying general and/or special damages for those violations, but only references those predicate
25 violations as part of the State’s claim for civil penalties under PAGA.

26 6. Nothing in this complaint is—or should be construed—as an attempt to seek any relief that
27 would not be available in a PAGA-only proceeding.

THE PARTIES

7. Plaintiff **OLIVERIO GOMEZ JACOME** (“Plaintiff” or “Mr. Jacome”) is a resident of the County of Los Angeles in the State of California. Mr. Jacome was employed by Defendants as a Car Washer, a full-time nonexempt position, from approximately June 2023 through the present day.

8. Defendant **CAR WASH ON BROADWAY LLC dba CITI CAR WASH** (“CWB”) is a California limited liability company with a principal place of business of 361 West Broadway, Glendale, California 91204. Upon information and belief, CWB employs at least 50 employees.

9. Defendant **ALEX OHANYAN** is the President and Owner of CWB, and on information and belief is a resident of the County of Los Angeles. Upon information and belief, he violated or caused to be violated the regulations and statutes described in greater detail below. Since Alex Ohanyan is a managing agent, director, and/or officer of CWB and because he violated or caused to be violated the statutes at issue in this action, he is personally liable for the Labor Code violations and PAGA penalties complained of herein per Labor Code § 558.1.

10. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive (together with CWB and Alex Ohanyan as “Defendants”), are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California resident and/or does substantial business in the State of California. At all relevant times, Does 1 through 10 were acting within the course and scope of their employment and agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and capacities when they have been determined.

11. Except as otherwise noted herein, Defendants participated in the acts alleged herein and/or were the agents, servants, employees, or representatives of the other Defendants. At all times relevant to this complaint, Defendants were acting within the course, scope, and authority of their agency and employment such that the acts of one defendant are legally attributable to the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working conditions of Defendants’ hourly

1 non-exempt employees.

2 **JURISDICTION AND VENUE**

3 12. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI,
4 section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California
5 statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and the Business
6 & Professions Code.

7 13. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure
8 sections 392, et seq. because, among other things, Los Angeles County is where the causes of action
9 complained of herein arose; the county in which performance of the employment contract, or part of it,
10 between Plaintiff and Defendants was due to be performed; the county in which the employment contract,
11 or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
12 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and
13 the Aggrieved Employees in Los Angeles County, and because Defendants employ numerous Aggrieved
14 Employees in Los Angeles County.

15 **FIRST CAUSE OF ACTION**

16 ***California Labor Code §2699, et seq.***

17 ***Private Attorneys General Act (“PAGA”) Penalties***

18 **(Plaintiff and Aggrieved Employees Against Defendants)**

19 14. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code
20 § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on
21 behalf of herself and other current or former employees to recover penalties for an employer’s violations
22 of the Labor Code and IWC Wage Orders.

23 15. Mr. Jacome, by nature of his employment with Defendants, is an aggrieved employee for
24 purposes of this Complaint with standing to bring an action under PAGA.

25 16. Plaintiff, on behalf the State of California and all Aggrieved Employees, brings this
26 representative action pursuant to Labor Code § 2699, et seq., seeking civil penalties for Defendants’
27 violation of Labor Code §§ 201-204, 210, 226, 226.7, and 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198
28 as described herein, plus attorneys’ fees and costs.

1 17. Mr. Jacome does not bring suit in his individual capacity and does not seek to recover
2 anything through this suit other than representative civil penalties as permitted under PAGA—he brings
3 this action solely in his representative capacity under the PAGA, on behalf of the State of California and
4 all aggrieved employees of Defendants.

5 18. Entitlement to Penalties. Per Labor Code § 2699(f), and based on the foregoing, Plaintiff
6 and Aggrieved Employees are entitled to civil penalties in an amount to be shown at trial subject to the
7 following formula: (a) In an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per
8 initial violation per employee per pay period, and \$200 for each subsequent violation per employee per pay
9 period.

10 19. These penalties shall be allocated sixty-five percent to the Labor and Workforce
11 Development Agency and thirty-five percent to the aggrieved employees.

12 20. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor
13 Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne*
14 *Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor*
15 *v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor
16 Code § 2698(i).

17 21. Predicate Violations. The Aggrieved Employees are entitled to civil penalties under PAGA
18 arising from the following predicate violations of the Labor Code.¹

19 22. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to
20 compensate employees for all time that an employee is “suffered or permitted to work,” which includes all
21 time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal*
22 *Packing Co.*, 22 Cal. 4th 575, 583 (2000).

23 23. The Wage Orders also require that each workday an employee is required to report for work
24 and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled
25 day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less
26

27 ¹ To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek
28 underlying general and/or special damages for those violations, but only references them as part of the
State’s claim for civil penalties under PAGA for those predicate violations.

1 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be
2 less than the minimum wage.

3 24. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours
4 worked because Defendants had a policy and/or practice whereby they required and/or pressured Plaintiff
5 and Aggrieved Employees to work under Defendants' control while off-the-clock, including but not limited
6 to forcing or requiring Plaintiff and Aggrieved Employees to work while they were clocked out for their
7 meal periods.

8 25. Defendants further failed to pay Plaintiff and Aggrieved Employees any wages for time
9 engaged in this off-the-clock work.

10 26. Defendants failed to compensate Plaintiff and Aggrieved Employees for all hours worked
11 is in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198.

12 27. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it
13 is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-
14 times that person's regular rate of pay, depending on the number of hours worked by the person on a daily
15 or weekly basis.

16 28. Plaintiff and/or Aggrieved Employees who work more than eight hours in a day or more
17 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in
18 excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay
19 includes all remuneration for employment paid to, or on behalf of, the employee, including commissions,
20 non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573
21 (2018), as modified (Apr. 25, 2018).

22 29. Defendants failed to record and/or compensate Aggrieved Employees for all time worked
23 due to practices requiring Aggrieved Employees to perform work off-the-clock, and to work through meal
24 breaks. Since some Aggrieved Employees worked shifts equal to or in excess of 8 hours a day or 40 hours
25 a week, some or all of this time should have been paid at overtime rates but was not.

26 30. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
27 provide that no employer shall require an employee to work during any meal period mandated by an
28 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved

of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

31. Defendants' policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties. Upon information and belief, Aggrieved Employees were required to interrupt breaks, work through, or remain under Defendants' control due to Defendants' policies and practices, and were denied 30-minute net meal periods. Additionally, the Aggrieved Employees were often forced to take their meal periods early and unlawfully.

32. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

33. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."² *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 273 (2016).

34. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, or work through rest periods.

35. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

36. Because Defendant did not record all time Plaintiff and Aggrieved Employees spent working as a result of their practices requiring employees to perform work off-the-clock, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Aggrieved Employees in compliance with section 226(a)(1) and 226(a)(5). For the same reason, Defendant failed to accurately list the total number of hours worked by Plaintiff and Aggrieved Employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and corresponding accurate number of work hours worked at each hourly rate in violation of section 226(a)(9). Defendants also failed to list all earned premium wages for missed meal and rest periods on Aggrieved Employees' wage stubs in violation of section 226(a)(1) and (a)(5). *Naranjo v. Spectrum Sec. Servs.*, 13 Cal.5th 93, 121 (2022).

37. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees.

38. *Failure to Pay All Wages Due On Regular Pay Days And At Separation.* At all times relevant herein set forth, Labor Code § 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

39. At all times relevant herein, Labor Code § 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

40. During the relevant time period, Defendant willfully failed to pay Plaintiff and Aggrieved Employees all earned minimum, overtime, and premium wages at the applicable regular rate of pay within the time periods specified by California Labor Code § 204.

41. Defendants' failure to pay Plaintiff and Aggrieved Employees all wages due violates Labor Code § 204.

42. Labor Code § 203 provides that "[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged

1 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
2 rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30
3 days.”

4 43. Aggrieved Employees have left Defendants’ employ during the Period. Defendants
5 knowingly failed to pay Aggrieved Employees all earned wages upon termination by failing to pay all
6 earned minimum, overtime, and premium wages at the applicable regular rate of pay in violation of Labor
7 Code §§ 201 and 202. *Naranjo v. Spectrum Sec. Servs.*, 13 Cal.5th 93, 117 (2022).

8 44. Defendants’ failure to pay Aggrieved Employees who are no longer employed by
9 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of
10 their leaving Defendants’ employment, violates Labor Code §§ 201 and 202. Plaintiff and formerly
11 employed Aggrieved Employees are therefore entitled to recover from Defendants the statutory penalty
12 wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under
13 Labor Code § 203.

14 45. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that “[a]n
15 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
16 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
17 directions of the employer.” Lab. Code § 2802.

18 46. On information and belief, Defendants required Plaintiff and Aggrieved Employees to
19 purchase work supplies such as shoes, or other supplies required to perform their job or duties as mandated
20 by Defendants, including the use of their personal cellular device. However, Defendants did not reimburse
21 Plaintiff or the Aggrieved Employees for these necessary business expenses.

22 47. Procedural Requirements Met. On May 21, 2025, Plaintiff electronically filed a notice of
23 claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice
24 from the LWDA that it would be investing the complaint nor did Plaintiff receive notice from the LWDA
25 that it was declining to investigate with the 65-day period under Labor Code § 2699.3. On July 25, 2025,
26 the sixty-five-day notice period expired as to all defendants. Since the LWDA took no steps within the
27 prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek
28 penalties under PAGA. *See Lab. Code* § 2699.3(a)(2). A true and correct copy of Plaintiff’s First Amended

PAGA Notice is attached herein as **Exhibit A**.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants and each of them, in an amount according to proof but estimated to be no less than \$2,000,000 as follows:

- A. For civil penalties under PAGA to be determined by trial;
- B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney's fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: March 30, 2026

Respectfully submitted,

AKHAVAN & ASSOCIATES

By: 

Bardia A. Akhavan, Esq.
Attorneys for Plaintiff, OLIVERIO GOMEZ
JACOME, as an aggrieved employee, and on behalf
of all other aggrieved employees

EXHIBIT A



AKHAVAN
— & ASSOCIATES —
A PROFESSIONAL LAW CORPORATION

AKHAVAN & ASSOCIATES

15760 Ventura Boulevard, Suite #1720

Encino, California 91436

Tel: 855.463.4733

www.baalaw.com

March 30, 2026

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

Alex Ohanyan – Agent for Service of Process

CAR WASH ON BROADWAY LLC

361 W Broadway

Glendale, California 91204

Tracking: 9589 0710 5270 3207 6721 21

Re: First Amended Notice Letter of Oliverio Gomez Jacome, on Behalf of
Himself and Aggrieved Employees Under California Labor section
2699.3

Employer: CAR WASH ON BROADWAY LLC
CAR WASH ON BROADWAY dba CITI CAR WASH
ALEX OHANYAN
361 W Broadway
Glendale, California 91204

To Whom It May Concern:

This letter shall constitute a First Amended Notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Oliverio Gomez Jacome’s (“Employee”) employment with Employee’s current employer: CAR WASH ON BROADWAY LLC; CAR WASH ON BROADWAY dba CITI CAR WASH; and ALEX OHANYAN (collectively, “Employer”). Employee is employed as a non-exempt employee of Employer, at without limitation, 361 W Broadway, Glendale, California 91204, with duties that included, but are not limited to, washing and drying cars and ensuring quality service, from approximately June 2023 through the present.

The specific violations personally suffered by Employee, and theories supporting the specific violations, include the following: Employee is deprived of his full meal and rest breaks frequently, and even when he is given his meal breaks Employee is consistently interrupted. Further, regardless of whether employee is able to take his full break, the hour is deducted from his pay. Employer often lowers employee’s pay rate from \$15.50 to \$14.00 and pays wages in cash when employee works less than 30 hours a week. Additionally, employee is often paid his earned wages an average of seven to eight days late. Presently, employee has not been paid for approximately one month and his complaints to management are ignored. Further, Employee has

spent his own personal funds on the required uniform without proper reimbursement from the Employer.

In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 432, 512, 558, 1198.5, and 2802. Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, "Employer"). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees." Moreover, the allegations herein shall encompass the "PAGA Period," which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee alleges during his employment with Employer, Employer has, at times, failed to pay overtime and minimum wages to Employee in violation of California state wage and hour laws as a result of, among other things, at times, failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that is above the minimum wage to the detriment of Employee and Aggrieved Employees. Employer has, at times, failed to provide Employee and Aggrieved Employees, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws. Employer has, at times, failed to authorize and permit Employee and Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages. Employer has, at times, failed to furnish Employee and Aggrieved Employees, or some of them, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the name and address of the legal entity that is the employer; and other such information as required by Labor Code section 226, subdivision (a). As a result thereof, Employer has further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid. In addition, Employer has, at times, failed to pay Employee and Aggrieved Employees, or some of them, the full amount of their wages for labor performed in a timely fashion as required under Labor Code section 204. Employer has, at times, failed to indemnify Employee and Aggrieved Employees, or some of them, for the costs incurred in purchasing uniforms for work-related purposes.

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to

cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Akhavan", with a large, stylized initial "B" and a cursive "Akhavan".

BARDIA A. AKHAVAN
Bardia@baalaw.com