

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Gregory Keosian

Nazo Koulloukian, SBN 263809

nazo@koullaw.com

KOUL LAW FIRM

3435 Wilshire Blvd., Suite 1710

Los Angeles, CA 90010

Telephone: (213) 761-5484

Facsimile: (818) 561-3938

Sahag Majarian, Esq. SBN 146621

sahagii@aol.com

Garen Majarian, Esq. SBN 334104

garen@majarianlawgroup.com

MAJARIAN LAW GROUP, APC

18250 Ventura Blvd.

Tarzana, CA 91356

Telephone: (818) 609-0807

Facsimile: (818) 609-0892

Attorneys for Plaintiff,
DANIELA FLORENTINO on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DANIELA FLORENTINO, an individual, on) Case No.: **23STCV04804**
behalf of herself, all aggrieved employees, and)
the State of CA as a Private Attorneys General,)

Plaintiff,

vs.

REPRESENTATIVE ACTION

DENSHAZ, INC., a California Corporation
and DOES 1-50, inclusive,

Defendant.

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

1 Plaintiff DANIELA FLORENTINO brings this PAGA representative action complaint on
2 behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
3 General, and alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff DANIELA FLORENTINO worked as an employee for Defendant DENSHAZ,
6 INC. and Does 1-50 (collectively “Defendant”). Defendant owns and operates several Denny’s
7 restaurants in Southern California. Plaintiff DANIELA FLORENTINO is a current employee of
8 Defendant.

9 2. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004
10 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former
11 employees of Defendant within one year of serving notice on the LWDA to the present are
12 aggrieved employees.

13 3. Defendant failed to comply with California Labor Code requirements due to erroneous,
14 willful and intentional employment practices and policies. Plaintiff brings this representative
15 action on behalf of herself, all other similarly situated aggrieved employees, and the State of
16 California, based upon the claims articulated below.

17 4. Plaintiff provided notice of her claims pursuant to §2698 *et. seq.*, to the Labor and
18 Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content
19 of which is expressly incorporated herein.

20 5. The LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-
21 day notice period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint
22 for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

23 6. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
24 worked, including overtime hours worked; (2) failing to pay wages due upon termination; (3)
25 failing to provide rest breaks; (4) failing to provide uninterrupted meal breaks and second meal
26 breaks; (5) failing to provide accurate itemized wage statements and violating record keeping
27 requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including
28

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

3 4 **THE PARTIES**

5 7. Plaintiff DANIELA FLORENTINO is a resident of the State of California and is a
6 current employee of Defendant.

7 8. Defendant DENSHAZ, INC. is a California corporation authorized to do business and
8 doing business in California with the capacity to sue and to be sued, and doing business, in the
9 county of Los Angeles, State of California.

10 9. 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, but is
12 informed and believes and thereon alleges that said Defendant is legally responsible for the
13 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
14 will amend this complaint when their true names and capabilities are ascertained.

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

22 **JURISDICTION AND VENUE**

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

26 12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
27 the Superior Court and will be established according to proof at trial. Based on information,
28 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for

monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

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

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

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

17. Plaintiff and all current and former employees within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

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

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 5)

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

20. Section 2(K) of Wage Order 5 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." Defendant has been engaged in many unlawful

1 employment practices which resulted in underpayment for hours worked each pay period,
2 including paying overtime hours worked at the regular hourly rate instead of the overtime rate,
3 failing to pay penalty pay, and requiring employees to work while clocked-out for lunch and pre
4 and post shift.

5 21. Underpaid Overtime. Defendant routinely underpaid overtime wages by paying all
6 hours worked at the regular rate of pay instead of the required overtime rate of pay. For example,
7 during the 1/06/2022 to 1/19/2022 pay period, Plaintiff worked 64.91 regular rate hours and 3.09
8 overtime hours. However, instead of paying Plaintiff at her overtime rate for the 3.09 overtime
9 hours, Defendant paid Plaintiff at her regular hourly rate for all hours worked during that pay
10 period. Defendant's policy and practice of miscalculating and underpaying overtime hours was
11 applied to Plaintiff and all aggrieved employees during the statutory time period.

12 22. Work Performed During Unpaid Meal Periods. As more fully set forth below,
13 Defendant failed to permit Plaintiff and others to take timely, off-duty meal breaks of "not less
14 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
15 512. Plaintiff and aggrieved employees were frequently not given their meal break within the
16 statutory time period required and breaks were interrupted with work duties resulting in underpaid
17 hours worked. Aggrieved employees were also required to work while clocked out for lunch.
18 Defendant also failed to pay meal period penalty wages at the regular rate of pay.

19 23. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff
20 and aggrieved employees for all hours worked as a result of Defendant's practices described
21 above. Based on Defendant's unlawful conduct described above, and because Plaintiff and the
22 aggrieved employees were paid at or near minimum wage, Defendant's failure to pay for all
23 hours worked, including overtime, resulted in a payment of less than the minimum wage for all
24 hours worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B).
25 Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

26 24. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
27 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant
28 to Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the

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

6 **Failure to Pay Wages Due Upon Termination**

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

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

10 26. An employee who is discharged must be paid all of his or her wages immediately at
11 the time of termination. (Labor Code Sections 201 and 227.3.) Defendant knowingly and willfully
12 failed to pay all compensation due and owing to aggrieved employees at the time employment
13 terminated as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated
14 individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms
15 of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et*
16 *seq.*

17 **Failure to Provide Rest Breaks**

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

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

21 28. Defendant has failed to maintain a compliant rest period policy and practice that
22 provides its employees with off-duty rest periods as required by California law. Plaintiff reports
23 that she rarely received rest periods as a result of Defendant's staffing and business practices, and
24 that rest breaks were not scheduled into daily shifts.

25 29. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
26 duty", or not scheduled before and after a meal period for shifts greater than six hours, as
27 prescribed by California law because Defendant: (1) did not account for all hours worked that were
28 unaccounted for on their timecard; (2) did not adequately inform and train employees about their

1 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
2 inform and train employees about when, where and how to take timely and uninterrupted ten-
3 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
4 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
5 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
6 break policy.

7 30. Defendant did not authorize or permit all of its hourly employees to take at least a ten
8 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
9 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
10 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
11 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
12 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

13 **Failure to Provide Uninterrupted Meal Breaks**

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

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

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

27 33. Plaintiff and aggrieved employees frequently worked straight through their shifts
28 without a meal period or with a late meal period. Plaintiff and aggrieved employees never received

1 second meal periods, despite working frequent long shifts. Full, uninterrupted, off-duty, thirty-
2 minute meal periods were not provided because Defendant: (1) did not account for all hours
3 worked that were unaccounted for on their timecard; (2) did not adequately inform and train
4 employees about their rights to meal periods and premium payments for non-compliant meal
5 periods; (3) did not adequately inform and train employees about when, where and how to take
6 timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough
7 people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because
8 management at various levels, affecting all hourly, non-exempt employees, refused to offer,
9 permit, or enforce a lawfully compliant meal period policy. Plaintiff and aggrieved employees
10 were not paid a premium payment, paid as an hour's wage when meal periods were not given to
11 them in compliance with California law.

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

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

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

17 35. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
18 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
19 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
20 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
21 actual gross wages earned, including pay for all hours worked, and the accurate number of hours
22 and rate for overtime hours worked.

23 36. Such failures caused injury to Plaintiff and others, by, among other things, impeding
24 them from knowing the total hours worked and the amount of wages to which they are and were
25 entitled. Defendant knowingly and intentionally failed to itemize the gross wages earned, net
26 wages earned, and total hours worked. Defendant is liable for civil penalties pursuant to Labor
27 Code § 2698 *et seq.*
28

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

4 **FIRST CAUSE OF ACTION**

5 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**
6 **(California Labor Code §2698 *et seq.*)**

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

9 39. Plaintiff is an “aggrieved employee” under PAGA, as she 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 herself and all other current and
12 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
13 attorneys’ fees and costs.

14 40. 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 41. 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 5);
- 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 and Second Meal Breaks (Cal. Labor
27 Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*
- 28

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

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

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

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

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

20 46. At the time of each violation, Defendant employed one or more employees.

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

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

1 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
2 §2699.3, Plaintiff may now pursue her PAGA claims in this action on behalf of aggrieved
3 employees and the State of California.

4 **PRAYER FOR RELIEF**

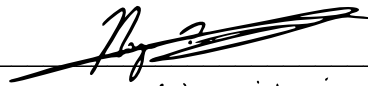
5 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
6 judgement against Defendant as follows:

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

15
16 DATED: March 3, 2023

KOUL LAW FIRM

MAJARIAN LAW GROUP, APC

17
18
19
20 

21 BY: Nazo Koulloukian, Esq.

22 Attorneys for Plaintiff DANIELÁ FLORENTINO,
23 and all aggrieved employees
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

December 27, 2022

Via E-filing:

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

Via Certified U.S. Mail:

Denshaz, Inc.
13515 Hubbard Street
Sylmar, CA 91342-4419

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Daniela Florentino
Employer: Denshaz, Inc.

Dear Sir or Madam:

Claimant Daniela Florentino has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM and Sahag Majarian, II, and Garen Majarian of the Majarian Law Group to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Denshaz, Inc. (hereafter “Employer”).

Employer is a corporation which owns and operates several Denny’s restaurants in Southern California. Claimant’s proposed PAGA representative action would represent numerous aggrieved employees. Claimant is a current employee of Employer where she works as an hourly, non-exempt employee.

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 5)

Section 2(K) of Wage Order 5 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.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including paying overtime hours worked at the regular hourly rate instead of the overtime rate, failing to pay penalty pay, and requiring employees to work while clocked-out for lunch and pre and post shift.

Underpaid Overtime

Employer routinely underpaid overtime wages by paying all hours worked at the regular rate of pay instead of the required overtime rate of pay. For example, during the 1/06/2022 to 1/19/2022 pay period, Claimant worked 64.91 regular rate hours and 3.09 overtime hours. However, instead of paying Claimant at her overtime rate for the 3.09 overtime hours, Employer paid Claimant at her regular hourly rate for all hours worked during that pay period. Employer’s policy and practice of miscalculating and underpaying overtime hours was applied to Claimant and all aggrieved employees during the statutory time period.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others 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. Employees were frequently not given their meal break within the statutory time period required and breaks were interrupted with work duties resulting in underpaid hours worked. Aggrieved employees were also required to work while clocked out for lunch. Employer also failed to pay meal period penalty wages at the regular rate of pay.

Failure to Pay Wages- Required Minimum Wage

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above. Based on Employer’s unlawful conduct described above, and because Claimant and the aggrieved employees were paid at or near minimum wage, Employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). 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 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 immediately at the time of termination. (Labor Code Sections 201 and 227.3.) Employer knowingly and willfully failed to pay all compensation due and owing to aggrieved employees at the time employment terminated as required by Cal. Lab. Code §§201 and 202. 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 that she rarely received rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its 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 4-2001 11(A). 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 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 or with a late meal period. Claimant and aggrieved employees never received second meal periods, despite working frequent long shifts. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. 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 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 the accurate number of hours and rate for overtime hours worked.

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. 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.*

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 her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a horizontal line extending from the end of the signature.

Nazo Koulloukian, Esq.
Attorney for Claimant

Cc:

Sahag Majarian, II, Esq.
Garen Majarian, Esq.
Majarian Law Group
18250 Ventura Blvd.
Tarzana, CA 91356