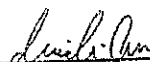


Nazo Koulloukian, SBN 263809
 nazo@koullaw.com
 KOUL LAW FIRM
 3435 Wilshire Blvd., Suite 1710
 Los Angeles, CA 90010
 Telephone: (213) 761-5484
 Facsimile: (818) 561-3938

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SAN BERNARDINO

APR 12 2023

BY: 
 Iridian Cuen, Deputy

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,
 CARLOS QUEZADA on behalf of
 himself, all aggrieved employees, and the State
 of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

CARLOS QUEZADA, an individual, on behalf
 of himself, all aggrieved employees, and the
 State of California as a Private Attorneys
 General,

Case No.: **CIV SB 2308615**

Plaintiff,

REPRESENTATIVE ACTION

vs.

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

CONAM MANAGEMENT CORPORATION,
 a California Corporation and DOES 1-50,
 inclusive,

Defendant.

1 Plaintiff CARLOS QUEZADA brings this PAGA representative action complaint on
2 behalf of himself, 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 CARLOS QUEZADA worked as an employee for Defendant CONAM
6 MANAGEMENT CORPORATION and Does 1-50 (collectively “Defendant”). Defendant owns
7 and operates a real estate management company. Plaintiff CARLOS QUEZADA worked for
8 Defendant until August 2022. Plaintiff brings this action pursuant to the Private Attorneys General
9 Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and
10 former employees of Defendant within one year of serving notice on the LWDA to the present are
11 aggrieved employees.

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

21 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
22 worked, including overtime hours worked; (2) failing to provide rest breaks; (3) failing to provide
23 uninterrupted meal breaks; (4) failing to reimburse for required business expenses; (5) failing to
24 provide reporting time pay; (6) failing to pay wages due upon termination; and (7) failing to
25 provide accurate itemized wage statements and violating record keeping requirements. Defendant
26 is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney
27 General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 7. Plaintiff CARLOS QUEZADA is a resident of the State of California and worked for
3 Defendant until August 2022.

4 8. Defendant CONAM MANAGEMENT CORPORATION is a California corporation
5 authorized to do business and doing business in California with the capacity to sue and to be sued,
6 and doing business, in the county of San Bernardino, State of California.

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

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

19 **JURISDICTION AND VENUE**

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

23 12. The statutory penalties sought by Plaintiff exceeds the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
27 (\$25,000).
28

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

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

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

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

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

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

20 (Cal. Labor Code §§204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197,
21 1197.1, 1198, 2698 *et seq.*, Wage Order)

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

24 20. The Wage Orders define “hours worked” as “the time during which an employee is
25 subject to the control of an including all the time the employee is suffered or permitted to work,
26 whether or not required to do so.” Defendant has been engaged in many unlawful employment
27 practices which resulted in underpayment for hours worked each pay period as described below.
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1 21. Off the Clock and On-Call Time Worked. Plaintiff and Aggrieved Employees are often
2 required to work off the clock, before clocking in, and after clocking out. For example, Plaintiff is
3 required to carry a phone when he is on call. He is not paid during this time on call when he is
4 required to be available for his employer. Additionally, if he receives a call, he is required to take
5 the call, go to Defendant's office, clock in and then handle whatever tasks are required. However,
6 Plaintiff is not permitted to account for the time he has spent under Defendant's control taking the
7 call, determining what course of action is necessary, and then going to the office and continuing
8 his work. Other employees are also often required to work off the clock.

9 22. Work Performed During Unpaid Meal Periods. As more fully set forth below,
10 Defendant failed to permit Plaintiff and others to take timely, uninterrupted, off-duty meal breaks
11 of "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
12 §§226.7 and 512. Plaintiff's and aggrieved employees' meal breaks were often interrupted
13 resulting in underpaid hours worked.

14 23. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and
15 aggrieved employees for all hours worked as a result of Defendant's practices described above.
16 Based on Defendant's unlawful conduct described above, Defendant's failure to pay for all hours
17 worked, including overtime, resulted in a payment of less than the minimum wage for those hours
18 worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Orders. Defendant is liable for
19 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

20 24. 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 **Failure to Reimburse for Required Business Expenses**

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

3 32. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporates said paragraphs herein by reference.

5 33. Labor Code §2802 requires employers to indemnify employees for necessary
6 expenditures or losses incurred by employees in direct consequence of discharge of duties.
7 Defendant required Plaintiff and employees to utilize their personal cell phones for work purposes
8 but failed to reimburse Plaintiff and employees for this use as required by the Labor Code.
9 Accordingly, Defendant is liable for civil penalties under PAGA §2699 *et seq.*

10 **Failure to Provide Reporting Time Pay**

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

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

14 35. Pursuant to Subsection 5(A) of the applicable Wage Orders, an employee is entitled to
15 reporting time pay if that employee is required to report to work and does report but is not put to
16 work or is furnished less than half of said employee's usual or schedule workday. The amount of
17 reporting time that must be paid "is half the usual or scheduled day's work, but in no event for less
18 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay..." *Id.*

19 36. The reporting time provision of the applicable Wage Orders were meant to safeguard
20 against unpredictable work schedules that understandably take a toll on affected employees.
21 Without the security of definite work schedules, employees are forced to make childcare
22 arrangements, eldercare arrangements, encounter obstacles in pursuing their education, experience
23 adverse financial effects, and deal with the stress and strain on their family life. Defendant required
24 employees to remain on call, carry a communication device, and go to work immediately if called
25 upon. Additionally, when Plaintiff and his coworkers do report to work under such circumstances,
26 they are not always provided with half of their usual or scheduled day's workday. In those
27 instances, Defendant fails to pay reporting time pay.
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1 42. 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 Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

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

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

9 44. 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 himself 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 45. 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 46. 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, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194,
21 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order);
- 22 b. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
23 2698 *et seq.*);
- 24 c. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
25 558, 1198, 2699 *et seq.*);
- 26 d. Failure to Reimburse Required Business Expenses (Cal. Labor Code §§1198, 2802,
27 2699 *et seq.*);
- 28 e. Failure to Provide Reporting Time Pay (Cal. Labor Code §§1198, Wage Order);

1 f. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256
2 and 2698 *et seq.*);

3 g. 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 47. 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 48. 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 49. 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 50. 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 himself and all other
21 current and former aggrieved employees.

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

23 52. 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 53. 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 the aggrieved employees, prays for
8 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: April 12, 2023

KOUL LAW FIRM

LAW OFFICES OF SAHAG MAJARIAN II

21
22 

23 BY: Nazo Koulloukian, Esq.

24 Attorneys for Plaintiff CARLOS QUEZADA, and
25 all aggrieved employees
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

February 1, 2023

Via E-filing:

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

Via Certified U.S. Mail:

ConAm Management Corporation
3990 Ruffin Road, Suite 100
San Diego, CA 92123

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Carlos Quezada
Employer: ConAm Management Corporation

Dear Sir or Madam:

Claimant Carlos Quezada has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian II and Garen Majarian of Majarian Law Group PC to represent him, and all other aggrieved employees, for wage and hour claims against his former employers, ConAm Management Corporation (hereafter “Employer”). Claimant is an aggrieved employee who worked for Employer until August 2022.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and are 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, 207, 210, 216, 218, 218.6, 221, 223, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order)

The Wage Orders define “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 as described below.

Claimant and Aggrieved Employees are often required to work off the clock, before clocking in, and after clocking out. For example, Claimant is required to carry a phone when he is on call. He is not paid during this time on call when he is required to be available for his employer. Additionally, if he receives a call, he is required to take the call, go to Employer’s office, clock in and then handle whatever tasks are required. However, Claimant is not permitted to account for the time he has spent under Employer’s control taking the call, determining what course of action is necessary, and then going to the office and continuing his work. Other employees are also often required to work off the clock.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, uninterrupted, 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 meal breaks were often interrupted resulting in underpaid hours worked.

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, Employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for those hours worked in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 4-2001 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 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 he and his coworkers often had their rest breaks interrupted and they were not relieved of all duties.

Uninterrupted rest periods were not consistently provided 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 consistently required Claimant and Aggrieved Employees to forego rest breaks altogether. 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 the Wage Order. When breaks were missed or unlawfully interrupted 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

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 uninterrupted, 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 experienced frequent meal period violations. 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 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. Employer required Claimant and employees to utilize their personal cell phones for work purposes but failed to reimburse Claimant and employees for this use as required by the Labor Code. Accordingly, Employer is liable for civil penalties under PAGA §2699 *et seq.*

Failure to Provide Reporting Time Pay

(Cal Labor Code § 1198, Wage Order)

Pursuant to the Subsection 5(A) of the Applicable Wage Orders, an employee is entitled to reporting time pay if that employee is required to report to work and does report but is not put to work or is furnished less than half of said employee's usual or schedule workday. The amount of reporting time that must be paid "is half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay..." *Id.*

The reporting time provision of the Applicable Wage Orders were meant to safeguard against unpredictable work schedules that understandably take a toll on affected employees. Without the security of definite work schedules, employees are forced to make childcare arrangements, eldercare arrangements, encounter obstacles in pursuing their education, experience adverse financial effects, and deal with the stress and strain on their family life. Employer required employees to remain on call, carry a communication device, and go to work immediately if called upon. Additionally, when Claimant and his coworkers do report to work under such circumstances, they are not always provided with half of their usual or scheduled day's workday. In those instances, Employer fails to pay reporting time pay.

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 accrued vacation and rest break penalty 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. 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 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, failed to include the correct total hours worked, wages earned and owed, and meal and rest period penalty payments, among other deficiencies.

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,



Nazo Koulloukian, Esq.
Attorneys for Claimant