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JOSE AGUIAR,
and all putative class members

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

JOSE AGUIAR, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

60 GRIT STUDIOS, INC. a California
corporation and DOES 1-50, inclusive,

Defendant.

Case No.: CVRI2603443

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
Termination**
- 5. Failure to Provide Compliant Meal
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required
Business Expenses**
- 8. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 9. Unlawful Business Practices
Bus & Prof. Code §17200**
- 10. Private Attorneys General Act
Penalties (Lab. Code. §2699)**

***FILED AS A MATTER OF RIGHT
PURSUANT TO LABOR CODE 2699.3
(a)(C)***

1 Plaintiff JOSE AGUIAR, individually, and on behalf of all others similarly situated, all
2 aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 50 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of himself, and all others similarly
8 situated, all aggrieved employees, and as Private Attorney General for the State of California
9 against 60 GRIT STUDIOS, INC. and DOES 1-50, inclusive, (hereafter collectively “Defendant”
10 or “Defendants”).

11 2. Defendant 60 GRIT STUDIOS, INC. operates a full-service custom fabrication firm
12 business in Temecula, doing business in California. Plaintiff worked for Defendant from
13 September 11, 2024 to June 20, 2025. Plaintiff and the proposed class earn at or near minimum
14 wage.

15 3. As described further below, Defendant has violated the California Labor Code by (1)
16 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
17 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
18 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
19 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
20 upon termination (§201, 202, 203, 227.3, 256); (5) failing to permit compliant meal breaks (§226
21 (a), 226.7, 512, 558, 1198, Wage Orders); (6) failing to provide rest breaks (§226, 226.7, 512, 558,
22 1198, Wage Orders); (7) failure to reimburse for required business expenses (§ 2802); (8) failing
23 to provide accurate itemized wage statements and violating record keeping requirements (§226,
24 1174); (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*); and (10)
25 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.* Attorney
26 General Act (“PAGA”), Labor Code §2698 *et seq.*

27 4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
28 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period

1 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
2 reasonable attorneys' fees and costs. Pursuant to the class and representative action procedures
3 provided for under California law, Plaintiff, on behalf of himself and proposed Class Members
4 (also referred to as "Class"), also seeks injunctive relief and restitution of all benefits Defendant
5 has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
6 these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency
7 ("LWDA") and now brings this First Amended Complaint, including claims for civil penalties
8 under the Private Attorneys General Act ("PAGA"), Labor Code §2698 *et seq.* Attorney General
9 Act ("PAGA"), Labor Code §2698 *et seq.*

10 5. The "Class Period" is designated as the four-year period prior to the filing of this
11 Complaint through the date of the final disposition of this action.

12 6. The "PAGA Period" is defined herein commences one year prior to the date of filing the
13 PAGA Notice letter with the LWDA.

14 7. Defendant has treated all persons employed in California in such a way as to violate
15 California's laws governing conditions of employment and payment of wages owed. Defendant
16 has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved
17 employees are owed their back pay, plus interest and/or premiums and penalties under Business
18 and Professions Code section 17203 to compensate Class Members and aggrieved employees for
19 the delay in receiving wages due.

20 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
21 restitution to persons affected and disgorgement of profits so obtained.

22 **THE PARTIES**

23 9. Plaintiff JOSE AGUIAR is an individual who resides in California and Plaintiff worked
24 for Defendant from September 2024 to June 2025.

25 10. Defendant 60 GRIT STUDIOS, INC. is a California corporation doing business in
26 California with the capacity to sue and to be sued and doing business, in Riverside County, State
27 of California. Defendant exercised control over the wages, hours, and/or working conditions of
28

1 Plaintiff and members of the proposed class and aggrieved employees throughout the liability
2 period.

3 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
4 names and capacities are unknown to Plaintiff. When their true names and capacities are
5 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
6 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
7 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
8 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
9 caused by such Doe Defendants.

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

16 **JURISDICTION AND VENUE**

17 13. Venue is proper in this judicial district because Defendant conducts business in this
18 County and Defendant has legal obligations to Plaintiff and many of the Class Members and
19 aggrieved employees in this case that arose in this county.

20 14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
21 the minimal jurisdictional limits of the Superior Court and will be established according to proof
22 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
23 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
24 thirty-five thousand dollars (\$35,000) and less than five million dollars (\$5,000,000).

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

1 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

2 16. During the Class Period and PAGA Period, Defendant committed various violations of
3 the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
4 detail. Defendant enforces multiple policies that violate state law which are intended to increase its
5 own profits to the detriment of its employees.

6 17. Defendant failed to properly pay for all hours worked, including overtime
7 compensation. Plaintiff and class members frequently worked off the clock and were routinely
8 subjected to periods wherein they were under the Defendant's control but not compensated for their
9 time.

10 18. Defendant from time to time failed to pay all wages owed twice per month.

11 19. Defendant from time to time failed to pay minimum wage.

12 20. Defendant from time to time failed to pay all wages due upon termination.

13 21. Defendant from time to time failed to maintain a policy and practice that provides its
14 employees with compliant meal breaks as required by California law.

15 22. Defendant from time to time failed to maintain a policy and practice that provides its
16 employees with rest periods as required by California law.

17 23. Defendant from time to time failed to reimburse required business expenses.

18 24. Defendant from time to time failed to consistently provide timely, accurate, itemized
19 wage statements to employees, as well as maintain accurate records, in accordance with Labor
20 Code §§ 226 and 1174.

21 25. Based upon the above allegations, Defendant from time to time engaged in unfair
22 competition.

23 26. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
24 all aggrieved employees, and the State of California, to recover from Defendant for failure to
25 comply with California wage and hour laws, and for claims under Business and Professions Code
26 § 17200.

27 27. This action has been brought and may properly be maintained as a class action
28 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is

ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 50 employees who have been similarly injured by Defendant's unlawful employment policies and practices.

28. The "PAGA Period" is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

29. The PAGA Class, also referred to herein as "aggrieved employees": "All current and former hourly, non-exempt employees of Defendants in California, at any time from one year prior to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter." Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

30. The "Relevant Class Period" or proposed "Class Period" as defined herein commences four years prior to the date of filing the Complaint in this action.

31. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil Procedure §382 on behalf of the following defined groups:

32. Proposed Class: "All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations."

33. Proposed Sub-classes are defined below and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699:

- A. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shift in excess of five (5) hours.
- B. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who worked one or more shifts in excess of six (6) hours.
- C. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant

1 statute of limitations, who worked one or more shifts in excess of eight (8)
2 hours.

3 D. All persons who are employed or have been employed by Defendant in the State
4 of California as hourly, non-exempt workers during the period of the relevant
5 statute of limitations, who worked one or more shifts in excess of three and one-
6 half hours (3 ½), but less than or equal to six (6) hours.

7 E. All persons who are employed or have been employed by Defendant in the State
8 of California as hourly, non-exempt workers during the period of the relevant
9 statute of limitations, who worked one or more shifts in excess of six (6) hours,
10 but less than or equal to ten (10) hours.

11 F. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who were paid sick pay.

14 G. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who separated their employment from Defendant.

17 H. All persons who are employed or have been employed by Defendant in the State
18 of California as hourly, non-exempt workers during the period of the relevant
19 statute of limitations, who received pay for one or more pay periods.

20 34. This action is brought, and may properly be maintained, as a class action under CCP
21 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
22 Code §2699 because there is a well-defined community of interest in the litigation, and the
23 proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

24 35. Numerosity: The Proposed Class is so numerous that joinder of all members is
25 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
26 time period, Defendant employed over 50 putative Class Members who are geographically
27 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
28 available method for the fair and efficient adjudication of this controversy. Membership in the

Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant's possession and control.

36. Typicality: Plaintiff's claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant's common, unlawful policies, practices, and procedures described above. The Plaintiff's positions at the company was typical of those of other Class Members. Plaintiff's claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendant's common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

37. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

38. Commonality: Common questions of law and fact exist, including but not limited to the following:

- i. Whether Defendant violated wage and hour laws by failing to pay overtime wages;
- ii. Whether Defendant violated wage and hour laws by failing to pay all wages owed twice per month;
- iii. Whether Defendant violated wage and hour laws by failing to pay minimum wage;
- iv. Whether Defendant violated wage and hour laws by failing to pay all wages due upon termination;
- v. Whether Defendant violated wage and hour laws by failing to provide timely meal breaks;
- vi. Whether Defendant's policy and practice concerning meal breaks was unlawful;
- vii. Whether Defendant violated wage and hour laws by failing to provide rest breaks;

- 1 viii. Whether Defendant's policy and practice concerning rest breaks was
2 unlawful;
- 3 ix. Whether Defendant violated wage and hour laws by failing to reimburse
4 required business expenses;
- 5 x. Whether Defendant unlawfully failed to keep and furnish Class Members
6 with accurate, itemized records of hours worked, in violation of Labor Code
7 §§ 226 and 1174;
- 8 xi. The proper measure of damages sustained and the proper measure of
9 restitution recoverable by Plaintiff, the Class Members, and Subclass
10 Members;
- 11 xii. Whether the Class Members are entitled to injunctive relief to enjoin any
12 further violations of wage and labor laws;
- 13 xiii. Whether Defendant, and each of them, are/were participants in the alleged
14 unlawful and/or tortious conduct;
- 15 xiv. Whether Defendant's conduct was willful and reckless;
- 16 xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
17 Class and the appropriate amount of reimbursement, restitution, damages, or
18 other compensation; and
- 19 xvi. What is the extent of liability of each Defendant, including DOE defendants,
20 to each Class and Subclass member?

21 39. Superiority: A class action is superior to other available methods of the fair and
22 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
23 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
24 actions impracticable given the expenses and burdens associated with seeking individual relief.
25 Prosecuting over 50 identical, individual lawsuits does not promote judicial efficiency or equity
26 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
27 employees who rely on their wages and requiring that each individual take time away from work
28 to prosecute individual actions would be inequitable and result in undue hardship for the individual

1 Class members and their families. Public policy favors efficient resolution of their claims and
2 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
3 expense of a vulnerable working population.

4 40. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
5 are capable of being determined on the same evidence and based primarily on review of corporate
6 records and key testimony of Defendant's corporate representatives. To the extent statistical
7 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
8 competent experts and consultants in the field to determine and review evidence for both issues of
9 liability and damages in a scientifically reliable manner.

10 41. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
11 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
12 under the circumstances, including individual notice to all members who can be identified through
13 reasonable effort. The names and address of the Class and Subclass Members are available from
14 Defendant.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS** 17 **WORKED**

18 Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
19 1194, 1197, 1197.1, 1198, IWC Wage Orders IWC Wage Orders
20 (Plaintiff Against All Defendants)

21 42. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 43. Defendant's conduct described in this complaint from time to time violates the
24 provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
25 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

26 44. The Wage Orders define "hours worked" as "the time during which an employee is
27 subject to the control of an employer, and including all the time the employee is suffered or
28 permitted to work, whether or not required to do so." Defendant has been engaged in many

1 unlawful employment practices which resulted in underpayment for hours worked each pay period,
2 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
3 the required minimum wage for all hours worked, and has failed to pay all wages owed twice per
4 month.

5 45. Plaintiff and class members have been employed under conditions prohibited by the
6 wage order, and thus Defendant has also violated §§1198 and 1199.

7 46. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
8 clock and were routinely subjected to periods wherein they were under the Defendant's control
9 but not compensated for their time. Plaintiff and aggrieved employees regularly worked six to
10 seven days per week, frequency working shifts exceeding ten hours. Plaintiff is informed and
11 believes that time was shaved from his time records that he and his coworkers were not
12 compensated for all hours worked.

13 47. Work Performed During Unpaid Meal Periods. Defendant failed to permit Plaintiff and
14 others to take timely, off-duty, meal breaks of "not less than 30 minutes" for each five consecutive
15 hours of work in violation of Labor Code § § 226.7 and 512. Plaintiff and aggrieved employees
16 were sometimes required to clock out during meal periods but continue working. This time spent
17 working during unpaid meal periods results in off the clock hours worked as well as meal period
18 violations.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

21 Cal. Lab. Code §§204, 210

22 (Plaintiff Against All Defendants)

23 48. Plaintiff incorporates by reference in this cause of action each allegation of the
24 preceding paragraphs as though fully set forth herein.

25 49. Defendant's conduct described in this complaint violates the provisions of Labor Code
26 §§ 204, 210.

27 50. Defendant was required to pay Plaintiff and class members all wages earned twice
28 during each calendar month pursuant to Labor Code §204(a).

1 51. Defendant failed to pay all wages earned to employees as a result of the unlawful
2 employment policies and practices discussed herein. As a result of these practices, employees were
3 underpaid for hours worked, including overtime and penalty wages, and this underpayment
4 resulted in a failure to pay all wages owed twice per month.

5 52. Due to these failures, Defendant is liable under Labor Code §204 and 210 for failure to
6 pay wages as required by law.

7 **THIRD CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGE**

9 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

10 (Plaintiff Against All Defendants)

11 53. Plaintiff incorporates by reference in this cause of action each allegation of the
12 preceding paragraphs as though fully set forth herein.

13 54. Defendant's conduct described in this complaint violates the provisions of Labor Code
14 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

15 55. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
16 to suffer or permit a California employee to work without paying wages at the proper minimum
17 wage for all time worked as required by the applicable IWC Wage Order.

18 56. Defendant failed to pay Plaintiff and class members for all hours worked as a result of
19 Defendant's practices described above. Based on Defendant's unlawful conduct described herein,
20 and because Plaintiff and the class members were paid at or near minimum wage, employer's
21 failure to pay for all hours worked, including overtime, resulted in a payment of less than the
22 minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the
23 Wage Orders.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

3 Cal. Lab. Code §§201, 202, 203, 227.3, 256

4 (Plaintiff Against All Defendants)

5 57. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 58. Defendant's conduct described in this complaint violates the provisions of Labor Code
8 §§ 201, 202, 203, 227.3, 256.

9 59. An employee who is discharged must be paid all of his or her wages, including accrued
10 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
11 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
12 Plaintiff at the time employment terminated.

13 60. Defendant willfully failed to pay employees who are no longer employed by it all
14 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
15 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
16 waiting time under the terms of §203.

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

19 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198 ,Wage Order

20 (Plaintiff Against All Defendants)

21 61. Plaintiff incorporates by reference in this cause of action each allegation of the
22 preceding paragraphs as though fully set forth herein.

23 62. Defendant's conduct described in this complaint from time to time violates the
24 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

25 63. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
26 period of more than five hours per day without providing the employee with a meal period of not
27 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
28 to work during any meal... period mandated by an applicable order of the Industrial Welfare

Commission.” Paragraph 11 of the Wage Order 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.”

64. Defendant failed to permit Plaintiff 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. Defendant failed to pay all penalty pay to Plaintiff or class members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

65. In this case, Plaintiff and Plaintiff’s coworkers frequently missed first and second meal periods. Plaintiff and other aggrieved employees were sometimes required to clock out for meal periods but continue working. In addition, Plaintiff’s meal periods were sometimes shorter than 30 minutes. Defendant failed to always pay meal-period premiums for Plaintiff and aggrieved employees’ short meal periods. When meal periods were provided, they were often interrupted.

66. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Defendant: (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 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods. Plaintiff and class members 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 REST BREAKS

Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

(Plaintiff Against All Defendants)

67. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

68. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

69. Defendant failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that employees frequently missed rest periods as a result of Defendant's staffing and business practices, and that rest breaks were not consistently scheduled into daily shifts.

70. Plaintiff and other aggrieved employees were often unable to take rest breaks due to heavy workloads. Defendant failed to pay rest-period premiums for missed rest breaks. Additionally, Defendant failed to provide suitable resting facilities, so breaks, even when provided, were noncompliant as they did not meet minimum standards. Per section 13(B) of the applicable IWC Wage Orders, "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours." The breakroom provided to Plaintiff and aggrieved employees was, in reality, a prep body shop area with fiberglass sanding debris on the floor, creating an environment that was not clean, safe, or suitable for rest. Defendant's failure to provide suitable resting facilities caused rest breaks that were taken to fail minimum legal standards. Furthermore, Defendant failed to provide potable drinking water as required by Labor Code §2441 and 8 CCR §3395. Although Defendant made water available to Plaintiff and aggrieved employees, the water appeared contaminated and unfit for consumption. The failure to provide clean drinking water rendered rest periods further noncompliant, as employees could not adequately recuperate during breaks without access to fresh, pure, and suitably cool water.

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

11 72. The rest period requirement obligates employers to permit and authorize employees to
12 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
13 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
14 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee’s
15 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
16 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
17 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
18 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
19 pay at the employee’s regular rate of compensation for each work day that the rest period is not
20 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
21 rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein
22 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
23 rest area and cannot include time it takes to get to and from the rest area). The employer must show
24 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
25 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
26 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
27 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
28 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

1 73. Defendant did not authorize or permit all of its hourly employees to take at least a ten
2 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
3 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks
4 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
5 the Wage Order, Defendant is liable under Labor Code §1198.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

8 Cal. Labor Code §§ 1198, 2802

9 (Plaintiff Against All Defendants)

10 74. Plaintiff incorporates by reference in this cause of action each allegation of the
11 preceding paragraphs as though fully set forth herein.

12 75. Defendant's conduct described in this complaint from time to time violates the
13 provisions of Labor Code §§ 1198, 2802.

14 76. Labor Code §2802 requires employers to indemnify employees for necessary
15 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

16 77. Plaintiff and class members are required to use their personal cell phones for work-
17 related communications and to take photographs for work purposes. However, Defendant failed to
18 reimburse Plaintiff or other aggrieved employees for any expense associated with their personal
19 cell phone use as required by the Labor Code. Additionally, Plaintiff utilized his personal vehicle
20 for work-related purpose but did not receive reimbursement for any associated expenses, including
21 mileage, fuel, or the general use of his personal vehicle.

22 **EIGHTH CAUSE OF ACTION**

23 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

24 Cal. Labor Code §§ 226, 1174

25 (Plaintiff Against All Defendants)

26 78. Plaintiff incorporates by reference in this cause of action each allegation of the
27 preceding paragraphs as though fully set forth herein.
28

1 79. Defendant's conduct described in this complaint from time to time violates the
2 provisions of Labor Code §§ 226, 1174.

3 80. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
4 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
5 keep accurate records as required by §1174(d).

6 81. Wage statements contain incorrect math related to the stated earnings. For example, the
7 math on Plaintiff's wage statements dated 8/30/24 and 2/2/24 is incorrect. Moreover, the total
8 hours calculation includes sick pay, meal premiums, and holiday pay.

9 82. Derivative of the claims above, the statements provided to Plaintiff and class members,
10 and the records maintained by Defendant, have not accurately reflected actual gross wages earned,
11 including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime
12 pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

13 83. §226 (a) requires:

14 A. An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are paid
17 by personal check or cash, an accurate itemized statement in writing showing
18 (1) gross wages earned, (2) total hours worked by the employee, except as
19 provided in subdivision (j), (3) the number of piece-rate units earned and any
20 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
21 deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item, (5) net wages earned, (6) the
23 inclusive dates of the period for which the employee is paid, (7) the name of the
24 employee and only the last four digits of his or her social security number or an
25 employee identification number other than a social security number, (8) the
26 name and address of the legal entity that is the employer and, if the employer is
27 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
28 and address of the legal entity that secured the services of the employer, and (9)

1 all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee...

3 84. Such failures called injury to Plaintiff and others, by, among other things, impeding
4 them from knowing the true legal name of the entity that is the Defendant, 60 Grit Studios, Inc.,
5 the total hours worked, and the amount of wages to which they are and were entitled. Defendant
6 knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned,
7 and total hours worked.

8 85. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and class
9 members to sign employment related contracts and documents that contained unlawful terms of
10 employment.

11 **NINTH CAUSE OF ACTION**

12 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

13 California Business and Professions Code section 17200, et seq.

14 (Plaintiff Against All Defendants)

15 86. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 87. Defendant from time to time knowingly committed, and upon information and belief
18 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
19 including, but not limited to unlawful practices as described in the causes of action articulated
20 above, and hereby incorporated herein.

21 88. Plaintiff lost money and property as a result of Defendant's unlawful business practices
22 described above.

23 89. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
24 money or property acquired by Defendant by means of such unlawful business practices, in
25 amounts not yet known, but to be ascertained at trial.

26 90. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
27 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
28

1 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
2 general public will be irreparably injured.

3 91. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
4 by this Court, will continue to engage in the unlawful business practices described above in
5 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
6 public.

7 92. Plaintiff's success in this action will result in the enforcement of important rights
8 affecting the public interest by conferring a significant benefit upon the general public.

9 93. Defendant's numerous violations of local and California law, as well as the other
10 statutory and regulatory violations alleged herein, constitute unlawful business actions and
11 practices in violation of Business and Professions Code § 17200, et seq.

12 94. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
13 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
14 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
15 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a
16 permanent injunction requiring Defendant to comply with all provisions of California labor law,
17 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
18 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
19 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
20 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

21 **TENTH CAUSE OF ACTION**

22 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS

23 GENERAL ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

24 95. Plaintiff incorporates by reference in this cause of action each allegation of the
25 preceding paragraphs as though fully set forth herein.

26 96. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
27 aggrieved employee, on behalf of herself and other current or former employees, may recover
28 penalties under any provision of the Labor Code that provides for civil penalties. These penalties

1 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
2 employee under PAGA.

3 97. As set forth above, Defendants have committed numerous violations for which the
4 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
5 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
6 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met
7 before a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural
8 requirements specified in §2699.3 by providing written notice to the Defendants and the Labor &
9 Workforce Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and
10 correct copy of the Notice correspondence showing compliance with §2699.3. No notice of
11 intent to investigate the alleged violations was provided within the statutory period.
12 Consequently, Plaintiff has exhausted administrative remedies, and on behalf of themselves and
13 all other aggrieved current and former employees of Defendants. Plaintiff, therefore, now
14 pursues this cause of action as permitted by §2698, et seq.

15 98. Enforcement of statutory provisions enacted to protect workers and to ensure proper
16 and prompt payment of wages due to employees is a fundamental public interest in California.
17 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
18 affecting the public interest and will confer a significant benefit upon the general public. Private
19 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
20 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be
21 against the interests of justice to require payment of attorneys' fees and costs from any recover
22 that might be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of
23 Civil Procedure §1021.5

24 99. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
25 then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil
26 Procedure §1021.5 and other applicable law in part, because:
27
28

a. A successful outcome in this action will result in the enforcement of important rights affecting the public interest by requiring Defendants to comply with the wage and hour laws and California's unfair business practice law;

b. This action will result in a significant benefit to Plaintiff, the Class, and the general public by bringing to a halt unlawful and/or unfair activity;

c. Unless this action is prosecuted, members of the Class and general public will not recover those moneys, and many of Defendants' employees would not be aware that the acts and practices they were subjected to by Defendants were wrongful;

d. Unless this action is prosecuted, Defendants will continue to mislead their employees about the true nature of their rights and remedies under the wage and hour laws; and

100. An award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in general, by preventing Defendants from continuing to circumvent the wage and hour statutes and frustrate the long-standing recognition by the California legislature and the courts that such statutes, as pled herein, are not merely a matter of private concern between employer and employee to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and private agreements. Rather, the wage and hour statutes have been described as a matter of public concern, were designed to provide minimum substantive guarantees to individual workers and are essential to public welfare.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment and the following specific relief against Defendant as follows:

A. That the Court determine that this action may be maintained as a class action under Code of Civil Procedure § 382;

B. That the Court determine that this action may be maintained as a PAGA representative action under Cal. Labor Code, §2698 *et seq*

C. Provision of class notice to all members of the Class;

- 1 D. That Defendant is found to have violated the above-referenced provisions of the
2 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members
3 relevant subclass Members, and aggrieved employees;
- 4 E. For compensatory damages, in an amount according to proof at trial, with
5 interest thereon;
- 6 F. For compensation for not being paid overtime;
- 7 G. For compensation for not being paid all wages owed twice per month;
- 8 H. For compensation for not being paid minimum wage;
- 9 I. For compensation for not being paid all wages due upon termination;
- 10 J. For compensation for not being provided rest breaks;
- 11 K. For compensation for not being provided compliant meal breaks;
- 12 L. For compensation for not being provided proper cool-down rest periods;
- 13 M. For compensation for not being paid reporting time pay;
- 14 N. For compensation for not being reimbursed for required business expenses;
- 15 O. For compensation for not being paid premium and penalty wages;
- 16 P. That Defendant's actions are found to be willful and/or in bad faith to the extent
17 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
18 willful failure to pay all compensation owed at the time of separation to Plaintiff
19 Class Members, and aggrieved employees no longer employed by Defendant;
- 20 Q. That Plaintiff and Class Members receive penalties for Defendant's violation of
21 §226 and 1174 of the California Labor Code for willful failure to provide and
22 maintain the required accurate and itemized wage statements;
- 23 R. That Plaintiff Class Members, and aggrieved employees receive an award in the
24 amount of unpaid wages owed, including interest thereon, and penalties as
25 provided in the Labor Code, CCR and Wage Order, including under Labor Code
26 §§ 203, 510, 558, 2698 et seq., subject to proof at trial;
- 27 S. That Defendant be ordered to pay restitution to Plaintiff Class Members, and
28 aggrieved employees for amounts acquired through Defendant's unlawful

activities pursuant to Business and Professions Code §§ 17200-05 and enjoined to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

T. That Plaintiff Class Members, and aggrieved employees receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

U. That the Court award penalties pursuant to Labor Code §2698 et seq.

V. That the Court issue declaratory relief that Defendant's challenged policies are unlawful; and

W. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: June 11, 2026

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff JOSE AGUIAR and
putative class members

EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

March 26, 2026

Via E-filing:

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

Via Certified U.S. Mail:

60 Grit Studios, Inc.
42025 Zevo Dr.
Temecula CA 92590

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Jose Aguiar
Employer(s): 60 Grit Studios, Inc.

Dear Sir or Madam:

Jose Aguiar (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, 60 Grit Studios, Inc. (hereafter “Employer”).

Employer operates a full-service custom fabrication firm. Claimant worked for Employer from September 11, 2024, to June 20, 2025, as a shipping and receiving clerk at Employer’s Temecula location. Claimant worked as an hourly, nonexempt employee earning approximately \$22 at the time of separation.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

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

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time.

Claimant and aggrieved employees regularly worked six to seven days per week, frequently working shifts exceeding ten hours. Claimant is informed and believes that time was shaved from his time records and that he and his coworkers were not compensated for all hours worked.

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.

Claimant and aggrieved employees were sometimes required to clock out during meal periods but continue working. This time spent working during unpaid meal periods results in off the clock hours worked as well as meal period violations.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

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 premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

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 herein, 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 the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

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

An employee who is discharged must be paid all of his or her wages, including accrued vacation, 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 and aggrieved employees at the time their 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.

Pursuant to Labor Code § 203, Employer's failure to pay all final wages due to Claimant and similarly situated individuals was willful and, consequently, entitles Claimant and similarly situated individuals to waiting time penalties equal to one day of wages at their standard hourly rate for each day Employer failed to pay their final wages after their separation, up to a maximum of thirty days. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Permit Compliant Meal Periods

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

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 of the Wage Order 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.”

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. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Claimant and other aggrieved employees often missed their first and second meal periods. Claimant and other aggrieved employees were sometimes required to clock out for meal periods but continue working. In addition, Claimant’s meal periods were sometimes shorter than 30 minutes. Employer failed to always pay meal-period premiums for Claimant and aggrieved employees’ short meal periods. When meal periods were provided, they were often interrupted.

“Employers must afford employees uninterrupted half-hour periods in which they are relieved of any duty or employer control and are *free to come and go as they please*.” (*Estrada v. Royalty Carpet Mills, Inc.* (2022) 76 Cal.App.5th 685, 705.) In this case, Employer often required Claimant to clock out for meal periods but continue working. During these meal periods, Claimant was not relieved of all duties or Employer control and was not free to leave as he pleased.

Failure to Provide Rest Breaks

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

Employer 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 employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily shifts.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC

Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

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 Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Claimant and other aggrieved employees were often unable to take rest breaks due to heavy workloads. Employer failed to pay rest-period premiums for missed rest breaks. Additionally, as described below, Employer failed to provide suitable resting facilities so breaks, even when provided, were noncompliant as they did not meet minimum standards.

Failure to Provide Suitable Resting Facilities/Breakroom

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

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom).

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

The breakroom provided to Claimant and aggrieved employees was, in reality, a prep body shop area with fiberglass sanding debris on the floor, creating an environment that was not clean, safe, or suitable for rest.

Failure to Provide Potable Drinking Water
(Cal. Labor Code §2441)

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

Throughout his employment, Claimant repeatedly complained that Employer failed to provide fresh and pure drinking water. Although Employer made water available to Claimant and aggrieved employees, the water appeared contaminated and unfit for consumption.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Reimburse for Required Business Expenses
(Cal. Labor Code §§1198, 2802, 2698 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 et seq.

Claimant and other aggrieved employees were required to use their personal cell phones for work-related communications and to take photographs for work purposes. However, Employer failed to reimburse Claimant or other aggrieved employees for any expense associated with their personal cell phone use as required by the Labor Code. Additionally, Claimant utilized his personal vehicle for work-related purposes but did not receive reimbursement for any associated expenses, including mileage, fuel, or the general use of his personal vehicle.

Failure to Provide Accurate Itemized Wage Statements
(Cal. Labor Code §§ 226, 1174, 2698 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).

Wage statements issued to employees state “60 Grit Studios LLC.” However, that entity was “converted out” in 2014 and the true legal name of the entity is “60 Grit Studios, Inc.”

Additionally, derivative of the claims above, 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 rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of the entity that is the employer, 60 Grit Studios, Inc., the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* 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 Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant