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Attorneys for Plaintiff,
JOSE MORENO 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 LOS ANGELES

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

Plaintiff,

vs.

PPG INDUSTRIES, INC., a Pennsylvania
corporation, SIERRACIN/SYLMAR
CORPORATION, a California corporation,
and DOES 1-50, inclusive,

Defendant.

Case No.: **24STCV08289**

REPRESENTATIVE ACTION

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

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

4 NATURE OF THE ACTION

5 1. Plaintiff JOSE MORENO worked as an employee for Defendants PPG INDUSTRIES,
6 INC., and SIERRACIN/SYLMAR CORPORATION, and Does 1-50 (collectively “Defendant”).
7 Plaintiff JOSE MORENO works for Defendant as an hourly, nonexempt assembly worker from
8 2018 until September 2023, at which time Plaintiff was suspended and remains a current employee.
9 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal.
10 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
11 employees of Defendant within one year of serving notice on the LWDA to the present are
12 aggrieved employees.

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

22 3. Defendant has had a consistent policy and/or practice of: (1) failing to include all
23 earnings in the regular rate of pay to calculate overtime, sick pay, and premium wages; (2) failing
24 to pay sick leave wages; (3) failing to pay all wages owed twice per month; (4) failing to pay wages
25 due upon termination; and (5) failing to provide accurate itemized wage statements. Defendant is
26 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.
28

1 **THE PARTIES**

2 4. Plaintiff JOSE MORENO is a resident of the State of California and worked for
3 Defendant during the statutory period.

4 5. Defendant PPG INDUSTRIES, INC. is a Pennsylvania corporation authorized to do
5 business and doing business in California with the capacity to sue and to be sued, and doing
6 business, in the county of Los Angeles, State of California.

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

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

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

22 **JURISDICTION AND VENUE**

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

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

1 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
2 (\$25,000).

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

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

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

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

19 16. Defendant, and each of them, has committed the following violations of the California
20 Labor Code:

21 **Failure to Include All Earnings in Regular Rate of Pay to**

22 **Calculate Overtime and Premium Wages**

23 (Cal. Lab. Code §§510, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*)

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

26 18. Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed by
27 employees of every description, whether the amount is fixed or ascertained by the standard of time,
28 task, piece, commission basis, or other method of calculation."

1 19. Defendant paid additional wages including nondiscretionary bonuses and additional
2 wages including Attendance Pay, Award Plan, and Special Payments to Plaintiff and aggrieved
3 employees but failed to include the additional pay when calculating the regular rate of pay for
4 purposes of calculating overtime, and meal and rest period premiums. Further, when additional
5 pay is issued for work performed in prior pay periods, Defendant failed to pay employees
6 additional overtime, premium, penalty, and sick pay wages owed as a result of the additional
7 remuneration covering a longer period.

8 20. It is well established that these additional earnings increase the employee's "regular
9 rate" of pay for purposes of calculating overtime. (Labor Code §207) The "regular rate" is
10 calculated by dividing the hours worked in a week by all the compensation earned for that week.
11 When an employee is later paid a bonus or paid a higher rate of pay that is partly due to work
12 performed in that week, this additional pay must be added into the total compensation for the week,
13 increasing the employee's regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169
14 CA4th 804, 807.)

15 21. Defendant did not make any adjustments to overtime, sick pay, or penalty pay rates to
16 incorporate the additional pay, and this failure is reflected in Plaintiff and aggrieved employees'
17 paystubs. Plaintiff and other employees have been denied "the unpaid balance of the full amount
18 of this... overtime compensation" as required by Cal. Labor Code. §1194. Additionally, Defendant
19 has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage
20 Orders at sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation
21 of the labor code to fail to comply with a wage order. Defendant is liable for civil penalties pursuant
22 to Cal. Labor Code §558 and 2698 *et seq.*

23 **Sick Leave Wages**

24 (Cal. Labor Code §§246)

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

27 23. Employers must calculate paid sick leave for non-exempt employees in one of two
28 ways:

1 A. Paid sick time for nonexempt employees shall be calculated in the same manner
2 as the regular rate of pay for the workweek in which the employee uses paid
3 sick time, whether or not the employee actually works overtime in that
4 workweek; [or]

5 B. Paid sick time for nonexempt employees shall be calculated by dividing the
6 employee's total wages, not including overtime premium pay, by the
7 employee's total hours worked in the full pay periods of the prior 90 days of
8 employment.

9 Labor Code § 246 (l)

10 24. Defendant paid additional wages including nondiscretionary bonuses and additional
11 wages including Attendance Pay, Award Plan, and Special Payments to Plaintiff and aggrieved
12 employees but failed to include the additional pay when calculating the regular rate of pay for
13 purposes of calculating sick pay. As a result, Plaintiff and aggrieved employees were paid sick
14 leave wages at the base hourly rate of pay, which is less than required under either of the two
15 alternative methods of calculation provided by Labor Code section 246(l).

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

18 **Failure to Pay All Wages Owed Twice Per Month**

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

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

22 27. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
23 twice during each calendar month pursuant to Labor Code §204(a).

24 28. Defendant failed to pay all wages earned to employees as a result of the unlawful
25 employment policies and practices discussed herein. As a result of these practices, employees were
26 underpaid for overtime hours worked, including meal and rest period premium wages, and this
27 underpayment resulted in a failure to pay all wages owed twice per month.
28

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

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

4 (Cal. Lab. Code §§201-203, 256, 2698 *et seq.*)

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

7 31. An employee who is discharged must be paid all of his or her wages immediately at
8 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant
9 knowingly and willfully failed to pay all compensation due and owing to aggrieved employees at
10 the time employment terminated.

11 32. Defendants willfully failed to pay employees who are no longer employed by it all
12 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
13 Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay
14 as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant
15 to Cal. Lab. Code § 2698 *et. seq.*

16 **Failure to Provide Accurate Itemized Wage Statements**

17 (Cal. Lab. Code §§226, 1174, 2699 *et seq.*)

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

20 34. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
21 wage statements to Plaintiff and the aggrieved employees, as well as maintain accurate records, in
22 accordance with Labor Code §§ 226 and 1174. The statements provided to Plaintiff and aggrieved
23 employees are inaccurate for many reasons, in addition to the inaccuracies derivative of the claims
24 above.

25 35. Wage statements fail to state the total hours worked. They also fail to accurately
26 calculate overtime hours on wage statements. Defendant includes group life or California SDI in
27 the calculation of overtime which also results in incorrect overtime rates. Further, the Medicare
28 deduction listed on wage statements is below the required 1.45%.

1 36. Wage statements also failed to list the accurate rate of pay and meal and rest period
2 premium wages when required. Such failures caused injury to Plaintiff and others, by, among other
3 things, impeding them from knowing the total hours worked and the amount of wages to which
4 they are and were entitled.

5 37. Defendant issued and maintained inaccurate wage statements and records and is liable
6 for civil penalties pursuant to Labor Code § 2699 *et seq.*

7 **FIRST CAUSE OF ACTION**

8 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

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

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

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

17 40. Plaintiff seeks to recover the PAGA civil penalties through a representative action
18 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
19 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

20 41. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
21 Code provisions:

- 22 a. Failure to Include All Earnings in Regular Rate of Pay to Calculate Overtime and
23 Penalty Wages (Cal. Labor Code §§510, 558, 1194, 1197, 1197.1, 1198, 2699 *et*
24 *seq.*);
- 25 b. Failure to Pay Sick Leave Wages (Cal. Labor Code §§ 246);
- 26 c. Failure to Pay All Wages Owed Twice Per Month (Cal. Labor Code §§204, 210,
27 and 2698 *et seq.*);
- 28

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

3 e. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
4 1174, 2699 *et seq.*).

5 42. 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 43. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
10 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
11 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
12 a civil penalty is not specifically provided.

13 44. Plaintiff and the other current and former employees of Defendant are aggrieved
14 employees. They were or are employed by Defendant, and each of them, and the violations alleged
15 herein were committed against them. Plaintiff brings this action on behalf of himself and all other
16 current and former aggrieved employees.

17 45. At the time of each violation, Defendant employed one or more employees.

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

21 47. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
22 to filing this Complaint. By the **Amended Notice attached as Exhibit 1**, submitted online to the
23 Labor and Workforce Development Agency ("LWDA") and served by certified mail upon
24 Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code
25 provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within
26 the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to
27 Labor Code §2699.3, Plaintiff may now pursue his PAGA claims in this action on behalf of
28 aggrieved employees and the State of California.

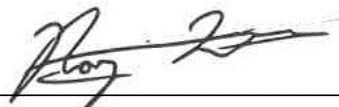
1
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3 **PRAYER FOR RELIEF**

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

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

15 DATED: April 2, 2024

KOUL LAW FIRM, APC

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17 
18

19 BY: Nazo Koulloukian, Esq.
20 Attorneys for Plaintiff JOSE MORENO, and all
21 aggrieved employees
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23
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25
26
27
28

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

January 11, 2024

Via E-filing:

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

Via Certified U.S. Mail:

PPG Industries, Inc.
One PPG Place
Pittsburgh, PA 15272

Sierracin/Sylmar Corporation
12780 San Fernando Road
Sylmar, CA 91342

Re: **AMENDED** PAGA Notice Pursuant to California Labor Code §2699

Claimant: Jose Moreno

Employers: PPG Industries, Inc., Sierracin/Sylmar Corporation

Dear Sir or Madam:

Jose Moreno (“Claimant”) has retained Nazo Koulloukian, Esq. of the Koul Law Firm and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent him, and all other aggrieved employees, for conditions of employment and wage and hour claims against his former employers, PPG Industries, Inc., and Sierracin/Sylmar Corporation (hereafter collectively referred to as “Employer”).

Claimant began working for Employer in 2018 as a primary technician in Employer’s Sylmar, CA facility. In September of 2023, Claimant was suspended yet, as of the date of this letter, remains an employee of Employer.

Due to unlawful conditions of employment, Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce

and Development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

Failure to Include All Earnings in Regular Rate of Pay to

Calculate Overtime and Penalty Wages

(Cal. Labor Code §§ 510, 558, 1194, 1197, 1197.1, 1198, 2699 et seq.)

Pursuant to Labor Code §200(a) the term “wages” includes “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.”

Employer paid additional wages including nondiscretionary bonuses and additional wages including Attendance Pay, Award Plan, and Special Payments to Claimant and aggrieved employees but failed to include the additional pay when calculating the regular rate of pay for purposes of calculating overtime, and meal and rest period premiums. Further, when additional pay is issued for work performed in prior pay periods, Employer failed to pay employees additional overtime, penalty, and sick pay wages owed as a result of the additional remuneration covering a longer period.

It is well established that these additional earnings increase the employee’s “regular rate” of pay for purposes of calculating overtime. (Labor Code §207) The “regular rate” is calculated by dividing the hours worked in a week by all the compensation earned for that week. When an employee is later paid a bonus or paid a higher rate of pay that is partly due to work performed in that week, this additional pay must be added into the total compensation for the week, increasing the employee’s regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 CA4th 804, 807.)

Employer did not make any adjustments to overtime, sick pay, or penalty pay rates to incorporate the additional pay, and this failure is reflected in Claimant and aggrieved employees’ paystubs. Claimant and other employees have been denied “the unpaid balance of the full amount of this... overtime compensation” as required by Cal. Labor Code. §1194. Additionally, Employer has violated Cal. Labor Code §218 and §510 and applicable Industrial Welfare Commission Wage Orders at sections (3)(A)(1) for failure to pay overtime, as well as §1198 which makes it a violation of the labor code to fail to comply with a wage order. Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and 2698 et seq.

Sick Leave Wages
(Cal. Labor Code §246)

Employers must calculate paid sick leave for non-exempt employees in one of two ways:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; [or]
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code § 246 (l)

Employer paid additional wages including nondiscretionary bonuses and additional wages including Attendance Pay, Award Plan, and Special Payments to Claimant and aggrieved employees but failed to include the additional pay when calculating the regular rate of pay for purposes of calculating sick pay. As a result, Claimant and aggrieved employees were paid sick leave wages at the base hourly rate of pay, which is less than required under either of the two alternative methods of calculation provided by Labor Code section 246(l). Employer is liable for civil penalties pursuant to Cal. Labor 2698 *et seq.*

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 penalty 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 Wages Due Upon Termination

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

An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to aggrieved employees 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 **(Cal. Labor Code §§ 226, 1174, 2699 *et seq.*)**

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174. The statements provided to Claimant and aggrieved employees are inaccurate for many reasons, in addition to the inaccuracies derivative of the claims above.

Wage statements fail to state the total hours worked. They also fail to accurately calculate overtime hours on wage statements and do not indicate whether holiday pay is for hours actually worked given the failure to list total hours worked. Further, the mathematical calculations as to overtime do not add up given the information listed on the face of the wage statement. It appears that Employer includes group life or California SDI in the calculation of overtime which also results in incorrect overtime rates. Further, the Medicare deduction listed on wage statements is below the required 1.45%.

Wage statements also failed to list the accurate rate of pay and meal and rest period penalty wages when required. Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled.

Employer issued and maintained inaccurate wage statements and records and is liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

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 these claims as a representative action in civil court.

Sincerely,

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

Nazo Koulloukian, Esq.
Attorney for Claimant