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Attorneys for Plaintiff EDMOND GRIGOURIAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDMOND GRIGOURIAN,

Plaintiff,

vs.

VARN PAINTING, INC.; RUBEN
NAJARYAN; NR DEVELOPMENT, INC.;
NAREK NADZHARYAN; and DOES 1 to
25, inclusive,

Defendants.

CASE NO.: **24STCV01824**

COMPLAINT FOR DAMAGES FOR:

- 1) FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) FAILURE TO PAY MINIMUM WAGES;**
- 3) FAILURE TO PAY OVERTIME;**
- 4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) FAILURE TO GIVE REST BREAKS**
- 7) FAILURE TO GIVE MEAL BREAKS**
- 8) FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 9) FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**
- 10) PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 11) FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) FAILURE TO PROVIDE PAY RECORDS;**
- 13) VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200**

DEMAND FOR JURY TRIAL

1
2 COMES NOW Plaintiff, EDMOND GRIGOURIAN (hereinafter "Plaintiff"), and
3 alleges as follows:

4 **PARTIES, JURISDICTION, VENUE**

5 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
6 County of Los Angeles in this judicial district because Defendants VARN PAINTING INC.;
7 RUBEN NAJARYAN; NR DEVELOPMENT INC.; and NAREK NADZHARYAN and
8 DOES 1 to 25, inclusive, (hereinafter collectively known as "Defendant(s)" or "VARN
9 PAINTING"), do business in the County of Los Angeles and because Defendants' obligations
10 and liabilities arise therein. Moreover, Plaintiff's damages sought herein exceed \$25,000.
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12 2. Plaintiff is a male resident of the State of California.

13 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
14 VARN PAINTING, INC. is and was a California corporation, doing business in Los Angeles
15 County, California, and which employed Plaintiff. Plaintiff is informed and believes that at all
16 times herein mentioned, Defendant NR DEVELOPMENT INC. is and was a California
17 corporation, doing business in Los Angeles County, California, and which employed Plaintiff.
18 Plaintiff is further informed and believes and thereon alleges that Defendant RUBEN
19 NAJARYAN is a male resident of the County of Los Angeles, State of California and the
20 owner, director and/or managing agent of VARN PAINTING, INC. Individual Defendant
21 RUBEN NAJARYAN is being included in this complaint pursuant to Labor Code section
22 558.1 in that he was involved in the day-to-day operations of the business and controlled the
23 wages, hours, and/or working conditions of Plaintiff and other employees. Plaintiff is further
24 informed and believes and thereon alleges that Defendant NAREK NADZHARYAN is a male
25 resident of the County of Los Angeles, State of California and the owner, director and/or
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1 managing agent of NR DEVELOPMENT, INC. Individual Defendant NAREK
2 NADZHARYAN is being included in this complaint pursuant to Labor Code section
3 558.1 in that he was involved in the day-to-day operations of the business and controlled the
4 wages, hours, and/or working conditions of Plaintiff and other employees. Defendants VARN
5 PAINTING, INC.; RUBEN NAJARYAN; NR DEVELOPMENT, INC.; NAREK
6 NADZHARYAN are collectively referred to herein as "VARN PAINTING" or
7 "Defendant(s)", unless otherwise noted.
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9 4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
10 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
11 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
12 defendants, numbers 1 to 25, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.
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17 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
18 that information and belief, alleges that at all times herein mentioned, each of the remaining
19 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
20 under the authority of their agency, employment, or representative capacity, with the consent
21 of his/her codefendants.
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23 **GENERAL ALLEGATIONS**

24 6. Plaintiff was employed by VARN PAINTING as a painter. Plaintiff was
25 paid \$15.00 in cash, but was apparently classified as an hourly, non-exempt
26 employee. Plaintiff's employment on or around the latter part of 2023.

27 7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018),
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1 Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas
2 Security Services USA, Inc., an onsite security provider. After about a year of employment,
3 Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff
4 specifically alleged violations to the Labor Code requiring immediate payment of wages upon
5 termination of employment and weekly payment of wages to temporary employees. The trial
6 court determined Huff was not a temporary employee, and therefore, lacked standing to bring
7 the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court
8 granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue
9 was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not
10 directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the
11 PAGA representative to sue for violations that the representative has personally suffered. The
12 PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves
13 and others. The statute also states that an “aggrieved employee” is “any person who was
14 employed by the alleged violator and against whom one or more of the alleged violations was
15 committed.” Because at least one of the violations that Huff had alleged had affected him
16 personally, the Court of Appeal denied Securitas’ motion.

19 8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and
20 other employees, it allows for suits broader than the specific violations the named
21 employee experienced. Therefore, even if the employee did not personally experience the
22 Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is
23 Plaintiff’s position that Plaintiff can equivocally bring the following labor code violations on
24 behalf of all other employees, including ALL hourly, non-exempt employees, irrespective of
25 job title or job duties, who worked for VARN PAINTING at any time during the relevant
26 PAGA period.
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1 9. It is Plaintiff's position that VARN PAINTING has violated numerous Labor Code
2 Sections against Plaintiff and other aggrieved employees, who include all non-exempt, hourly
3 employees who worked for VARN PAINTING at their various locations in the State of
4 California during the relevant PAGA period.

5 10. VARN PAINTING violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
6 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
7 including the statutory minimum wage for all hours worked and for "off the clock" work. This
8 is so because VARN PAINTING had a company policy wherein they would disproportionately
9 round down the number of hours worked, resulting in "time shaving" and further resulting in
10 aggrieved employees not being paid for all hours worked. In fact, VARN PAINTING did not
11 even have a formal timekeeping policy and did keep track of all hours worked, including the
12 time it took for Plaintiff and others to drive to the job sites. Plaintiff and others were not paid for
13 the travel time and the drive time, even though they were under the control of the employer. The
14 latter is a minimum wage violation. Furthermore, as mentioned, there was no formal timekeeping
15 system and all work hours were rounded, which is not in line with reality.
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18 11. Pursuant to California Industrial Welfare Commission Order No. 16-2001, Section 8(B),
19 "When tools or equipment are required by the employer or are necessary to the performance of
20 a job, such tools and equipment shall be provided and maintained by the employer, except that
21 an employee whose wages are at least two (2) times the minimum wage provided herein may be
22 required to provide and maintain hand tools and equipment customarily required by the trade or
23 craft." VARN PAINTING unequivocally required its employees, including painters like
24 Plaintiff, to provide their own hand tools for the performance of their job duties. As such, VARN
25 PAINTING violated the aforementioned IWC Wage Order in that VARN PAINTING required
26 its painters including Plaintiff, to provide and maintain hand tools and equipment customarily
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1 required by the trade but did NOT compensate these employees at least two (2) times the
2 minimum wage at all times.

3 12. Furthermore, VARN PAINTING was subject to the prevailing wage laws of the State of
4 California pursuant to Labor Code § 1771, regarding work undertaken on public construction
5 projects. Under Labor Code § 1771, the only legal wage which may be paid to workers on public
6 works projects is the prevailing wage. VARN PAINTING compensated Plaintiff and other
7 similarly situated aggrieved employees for their labor on public improvement, or public works
8 construction projects, at a rate of pay below the general prevailing rate of per diem wages for
9 work of a similar character in the locality in which the public work is performed, and less than
10 the general prevailing rate of per diem wages for holiday and overtime work.

11 13. VARN PAINTING was subject to the prevailing wage laws of the State of California
12 pursuant to Labor Code § 1774, regarding work undertaken on public construction projects.
13 VARN PAINTING violated Labor Code § 1774, because it paid its employees, including
14 Plaintiff, less than the specific prevailing rates of wages to all workmen employed in the
15 execution of the contract of the projects. Plaintiff and others similarly situated worked on public
16 works projects, especially for the State of California.

17 14. Due to the above “off the clock” violations, VARN PAINTING also violated Labor Code
18 §510 because it failed to pay Plaintiff and other aggrieved employees overtime compensation,
19 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
20 throughout their employment. Plaintiff’s and other aggrieved employees’ actual work hours
21 entitled them to overtime compensation, however, VARN PAINTING did not compensate its
22 hourly, non-exempt employees with ANY amount of overtime, despite the “off the clock” work
23 and time shaving as described above. It did not matter that Plaintiff or others worked more than
24 8 hours per day. Overtime was simply not part of the company policy. Furthermore, VARN
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1 PAINTING failed to include bonuses/incentive payments in calculating employees' regular rate
2 of pay for use in deciphering the correct overtime rate of pay. Additionally, the incentive and
3 bonus payments were also not factored into employees' regular rate for purposes of receiving
4 meal and rest break premiums per the Ferra v. Loews case.

5 15. VARN PAINTING also violated Labor Code § 226.7 and the appropriate Industrial
6 Welfare Commission Wage Order no. 16 because it failed to provide Plaintiff and other similarly
7 situated aggrieved employees with timely 10-minute rest periods for every four hours of work,
8 or majority portion thereof, throughout their employment. VARN PAINTING did not
9 completely relieve Plaintiff and others of all duty during said rest periods. VARN PAINTING
10 did not pay to Plaintiff and others one additional hour of pay at Plaintiff's regular rate of
11 compensation for each workday that one or more statutory rest periods was not provided or was
12 interrupted. Rest periods were also simply not par to of the company policy and were not
13 enforced at all.
14

15 16. VARN PAINTING violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
16 Welfare Commission Wage Order no. 16 because it failed to provide hourly, non-exempt
17 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
18 for every five (5) hours of work throughout their employment. VARN PAINTING did not
19 completely relieve Plaintiff and other employees of all duty during said meal periods. VARN
20 PAINTING did not pay to Plaintiff and its hourly, non-exempt employees one additional hour
21 of pay at their regular rate of compensation for each workday that one or more statutory meal
22 periods was not provided. Plaintiff and the hourly, non-exempt employees would not receive
23 meal periods before the 5th hour worked that were actually uninterrupted. The latter was due to
24 the workload and due to being in a fast-paced work environment and in having to finish the
25 painting jobs. There were occasions wherein Plaintiff and others were not able to take meal
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1 periods at all. Furthermore, Plaintiff and others did not clock in and clock out for meal periods
2 as there is no record of Plaintiff even receiving a single statutory meal period throughout his
3 employment.

4 17. Consequently, it was the normal practice and custom of VARN PAINTING not to
5 authorize, permit, and enforce timely, uninterrupted, statutory meal periods. If VARN
6 PAINTING had Plaintiff sign a meal period waiver, it would not be valid and enforceable since
7 Plaintiff and others generally worked more than a 6-hour shift. If VARN PAINTING had
8 Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through the
9 meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job does
10 not and did not prevent him from taking a meal period and the company could have hired
11 "breakers" to relieve Plaintiff of his job duties so that he can actually take a timely, uninterrupted
12 meal period. Moreover, any such "on duty" meal period agreement did not allow for Plaintiff to
13 revoke such an agreement even if it was signed. As such, Plaintiff and others did not always
14 receive statutory, timely meal periods during their employment. To the extent that VARN
15 PAINTING argues that employees receive meal break premium pay for missed meal periods,
16 that argument is inconsequential for PAGA penalty purposes since the PAGA penalties are for
17 the violations themselves, irrespective of whether an employee received the premium payment
18 for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire Protection, Inc.*, the
19 Court stated, "section 226.7 does not give employers a lawful choice between
20 providing *either* meal and rest breaks *or* an additional hour of pay." See *Kirby v. Immoos Fire*
21 *Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the extra hour of
22 pay does not excuse the violation; the employer has still committed a violation even if the remedy
23 for the violation has been paid. See *Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL
24 1110302 at *4). As such, the work environment and culture at VARN PAINTING was not
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1 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
2 any meal or rest break premiums paid were not compensated at the weighted average regular
3 rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

4 18. Furthermore, during the relevant time period, and due to the above labor code violations,
5 VARN PAINTING failed to pay Plaintiff and other similarly situated aggrieved employees all
6 wages due to them within any time period specified by California Labor Code section 204.
7 VARN PAINTING was also in violation of California Labor Code section 226(a) by failing to
8 include pertinent information on the wage statements, including but not limited to, the correct
9 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
10 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
11 and end of the pay period, all employee identifying information, the correct and complete name
12 and address of the legal employer, and reimbursement for business expenses, among others. In
13 fact, Plaintiff and others did not receive any pay stubs at all as that was not part of the company
14 policy either. As such, VARN PAINTING did not provide Plaintiff and other similarly situated
15 aggrieved employees with complete, accurate itemized wage statements.
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18 19. During the relevant time period, VARN PAINTING also failed to keep accurate and
19 complete payroll records showing the actual hours worked per day and the wages paid to
20 Plaintiff and others pursuant to California Labor Code sections 1174(d).

21 20. VARN PAINTING also violated Labor Code § 203 because it willfully failed to pay our
22 client and other similarly situated aggrieved employees earned and due wages upon separation
23 of employment, either immediately upon involuntary termination, or within 72 hours of
24 resignation. These earned but unpaid wages include compensation for all hours worked,
25 including minimum wages, overtime compensation, and premium pay for missed meal and rest
26 breaks.
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1 21. During the relevant time period, Plaintiff and other aggrieved employees incurred
2 necessary, business-related expenses and costs that were not reimbursed by VARN PAINTING.
3 These costs include, but are not limited to, uniforms, use of personal cell phones for work
4 purposes, parking fees/costs, use of personal vehicles without any mileage reimbursement, and
5 use of personal hand tools for work purposes. Moreover, Plaintiff and others were also not paid
6 any per diem expenses for their meals while they were traveling for work and they were also not
7 reimbursed for mileage as they were required to utilize their personal vehicles to travel to work
8 sites. Accordingly, VARN PAINTING was in violation of California Labor Code sections 2800
9 and 2802.
10

11 22. Moreover, VARN PAINTING failed to provide sick pay pursuant to Labor Code section
12 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other aggrieved
13 employees in violation of Labor Code Section 3700.5.
14

15 23. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section 558
16 and have engaged in business practices which violate Business and Professions Code Section
17 17200
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FIRST CAUSE OF ACTION

FAILURE TO COMPENSATE FOR ALL HOURS WORKED

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20 **(California Industrial Welfare Commission Order 16-2001, California Code of**
21 **Regulations Title 8 Section 11160, and California Labor Code Section 1198)**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 24. Plaintiff re-alleges and incorporates by reference each and every allegation in
24 paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth herein.
25

26 25. At all times relevant herein, Defendants were required to compensate its employees for
27 all hours worked upon reporting for work at the appointed time stated by the employer
28 pursuant to Industrial Welfare Commission Order 16-2001, California Code of

1 Regulations, Title 8, Section 11160.

2 26. For the three (3) years preceding filing of this action, Defendants failed to compensate
3 Plaintiff for all hours worked.

4 27. Under the aforementioned wage order and regulations, Plaintiff is to recover
5 compensation for all hours worked but not paid by Defendants for the three (3) years
6 preceding the filing of this Complaint.

7 28. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
8 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
9 this Court.

10 29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
11 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
12 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
13 reasonable attorney's fees and costs of suit.

14 30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
16 amount known to Plaintiff once he has obtained all of his payroll records from
17 Defendants.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY MINIMUM WAGES**

20 **(California Labor Code Sections 1194, 1194.2, 1197)**

21 **(Plaintiff against all named defendants and all DOE defendants)**

22 31. Plaintiff re-alleges and incorporates by reference each and every allegation in
23 paragraphs 1 through 30, inclusive, of this Complaint as though fully set forth herein.

24 32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
25 to suffer or permit a California employee to work without paying wages at the minimum wage
26 rate for all hours worked as required by the applicable Industrial Welfare Commission
27 (hereinafter "IWC") Wage Order No. 16-2001, codified at California Code of
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1 Regulations, Title 8, Section 11160, subdivision 4.

2 33. Pursuant to IWC Wage Order no. 16-2001, subdivision 2, at all
3 relevant times, "hours worked" included "the time during which an employee is subject to the
4 control of an employer, and includes all the time the employee is suffered or permitted to work,
5 whether or not required to do so..."

6 34. During his employment, Plaintiff was regularly required as a matter of uniform
7 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff
8 was paid less than the minimum wage rate by Defendants for hours worked in violation of
9 California Labor Code Section 1197 and the applicable California Industrial Wage
10 Commission wage order(s).

11 35. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
12 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
13 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
14 to believe that their acts or omissions were not contrary to California law.

15 36. For all hours worked by Plaintiff for which he was paid less than the minimum wage
16 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
17 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
18 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
19 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

20 37. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY OVERTIME**

25 **(California Industrial Welfare Commission Order 16-2001, California Code of**
26 **Regulations Title 8 Section 11160)**

27 **(Plaintiff against all named defendants and all DOE defendants)**
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1 38. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein. This
3 cause of action is brought by Plaintiff against all Defendants jointly and individually.

4 39. Pursuant to Industrial Welfare Commission Orders No. 16-2001, California
5 Code of Regulations, Title 8, Section 11160, for the period of Plaintiff's employment,
6 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
7 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
8 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
9 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
10 consecutive work day in a week.

11 40. Plaintiff was a non-exempt employee entitled to the protections of the California
12 Industrial Welfare Commission Order No. 16-2001, California Code of Regulations,
13 Title 8, Section 11160.

14 41. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
15 single workweek on numerous occasions.

16 42. Plaintiff worked more than twelve (12) hours in a single workday.

17 43. Plaintiff was entitled to the above overtime premiums.

18 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
19 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.
20

21 45. Defendants did not pay Plaintiff premium wages of at least one and one-half times
22 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

23 46. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct
24 regular rate of pay for hours worked past twelve (12) in a day.

25 47. Plaintiff worked at least one pay period in which he was not properly paid the correct
26 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

27 48. Defendants know or should know the actual dates of overtime worked, the amount of
28 overtime worked, and the amount of unpaid overtime due.

1 49. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
2 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
3 Court.

4 50. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
5 Regulations, Title 8, Section 11160, Plaintiff is entitled to recover damages for the
6 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
7 reasonable attorney's fees and costs of suit.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

10 **(California Labor Code Section 226)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

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13 51. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 50, inclusive, of this Complaint as though fully set forth herein. This
15 cause of action is brought by Plaintiff against all Defendants jointly and individually.

16 52. Labor Code section 226(a) requires employers provide employees with itemized wage
17 statements.

18 53. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
19 and the applicable hourly rates.

20 54. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable
21 hourly rates in effect during the pay period and the corresponding number of hours worked at
22 each hourly rate.

23 55. Pursuant to California Labor Code Section 226, every employer must furnish each
24 employee an itemized statement of wages and deductions at the time of payment of wages.

25 56. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
26 that accurately reflected all information required by Labor Code Section 226, including but not
27 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
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1 deductions, overtime hours and pay, premium pay for rest break and meal break violations, the
2 correct start and end of the pay period, the correct and accurate name and address of the
3 employing legal entity, and business expense reimbursement, among others. Therefore,
4 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
5 accordance with California Labor Code Section 226(a).

6 57. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
7 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
8 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
9 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
10 reasonable attorney's fees.

11 58. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
12 sustained damages, including loss of earnings, in an amount to be established at trial. As a
13 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
14 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
15 and attorney's fees pursuant to statute.

16 **FIFTH CAUSE OF ACTION**

17 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

18 **(California Labor Code Section 204)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

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21 59. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein. This
23 cause of action is brought by Plaintiff against all Defendants jointly and individually.

24 60. California Labor Code Section 204 establishes the fundamental right of all employees
25 in the State of California to be paid wages in a timely fashion for their work.

26 61. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
27 full amount of all owed wages when due as required by California Labor Code Section 204.
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1 62. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
2 informed, believes, and thereon alleges, that all times relevant during the liability period,
3 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all
4 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
5 Plaintiff with premium pay for missed rest and meal breaks.

6 63. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
7 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
8 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
9 from Defendants' records or indirectly based on information from Defendants' records.

10 **SIXTH CAUSE OF ACTION**

11 **FAILURE TO GIVE REST BREAKS**

12 **(Plaintiff against all named defendants and all DOE defendants)**

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14 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein. This
16 cause of action is brought by Plaintiff against all Defendants jointly and individually.

17 65. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 18 a. Title 8 of the California Code of Regulations Section 11160(11)(A), which provides
19 that every employer shall authorize and permit all employees to take rest periods,
20 which insofar as practicable shall be in the middle of each work period. The
21 authorized rest period time shall be based on the total hours worked daily at the rate
22 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
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24 b. Title 8 of the California Code of Regulations Section 11160(11)(B), which provides
25 that if an employer fails to provide an employee a rest period in accordance with the
26 applicable provisions of this order, the employer shall pay the employee one (1)
27 hour of pay at employee's regular rate of compensation for each workday that the
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rest period is not provided;

c. Title 8 of the California Code of Regulations section 11160(18)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

66. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

67. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs, in an amount to be proven at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

68. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

SEVENTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

69. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

70. Plaintiff brings this cause of action under the following laws, for the following reasons:

- a. California Labor Code section 512(a), which requires that employees be given a 30-minute uninterrupted meal break after five (5) hours of work, and a second uninterrupted meal break after ten (10) hours of work;
- b. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any meal period mandated by an applicable order of the Industrial Welfare Commission, and (b) if any employer fails to provide an employee a meal period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- c. California Industrial Welfare Commission Order No. 16 section 11(B)/10(B), as codified under Title 8 of the California Code of Regulations Section 11160, which state that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;
- d. California Industrial Welfare Commission Wage Order No. 16 Section 7(A)(3)/6(A)(3), as codified under Title 8 of the California Code of Regulations Section 11160, which require an employer to maintain records documenting its employees' meal periods;

- 1 e. California Industrial Welfare Commission wage order No. 16 Section 20(A)/18(A),
2 as codified under California Code of Regulations Section 11160, which penalizes
3 the employer \$50.00 for each initial violation, per employee, of any provision of the
4 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
5 f. California Labor Code section 1171 and 1173, which have given the California
6 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order nos. 16)
7 as enforceable law.
8

9 71. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
10 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
11 take a second relieved meal break after ten (10) hours of work, as required by California law.
12 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
13 16, as codified under California Code of Regulations Sections 11160 et. seq., require that
14 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and
15 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work
16 duty. California Labor Code section 226.7 provides that employers may not require their
17 employees to work through their meal periods. California Labor Code section 226.7 and
18 California Code of Regulations section 11160 require that if the employer fails to provide the
19 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
20 of pay for each work day that the meal period is not given.
21

22 72. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
23 regulations, and wage orders alleged in this cause of action along with any allowable interest,
24 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
25 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.
26

27 73. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
28 fees as well as interest under Labor Code section 218.6.

1 74. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

6 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

7 75. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 74, inclusive, of this Complaint as thought fully set forth herein.
9

10 76. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
11 employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties."

13 77. Beginning at most 3 years prior to the filing of this complaint, in order to discharge
14 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
15 of completing his job duties, which were not reimbursed by Defendants. These costs include,
16 but are not limited to, uniforms, use of personal cell phones for work purposes, parking
17 fees/costs, use of personal vehicles without any mileage reimbursement, and use of personal
18 hand tools for work purposes. Moreover, Plaintiff and others were also not paid any per diem
19 expenses for their meals while they were traveling for work and they were also not reimbursed
20 for mileage as they were required to utilize their personal vehicles to travel to work sites.

21 78. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
22 and attorney's fees and costs, under Labor Code section 2802.

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

25 **(California Labor Code Sections 201, 202, 203)**

26 **(Plaintiff against all named defendants and all DOE defendants)**

27 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
28

1 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

2 80. Pursuant to California Labor Code Section 201(a), an employer who discharges an
3 employee must immediately pay for all compensation due and owing.

4 81. Pursuant to California Labor Code Section 202, when an employee resigns, the
5 employer must pay all compensation due and owing within 72 hours of resignation, or on the
6 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

7 82. Pursuant to California Labor Code Section 203, if an employer willfully fails to
8 pay, without abatement or reduction, any wages of an employee whose employment ends, the
9 wages of the employee shall continue as a penalty from the due date at the same rate until paid
10 or until an action is commenced; however, the wages shall not continue for more than 30 days
11 for failure to pay an employee owed wages.

12 83. After Plaintiff's employment with Defendants ended, Defendants willfully
13 refused and continue to refuse to pay him unpaid wages as required by Labor Code Section
14 203, including compensation for all hours worked, overtime, and meal/rest break premium
15 payments.

16 84. Under this cause of action, Plaintiff prays for penalties due under the statutes
17 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
18 proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year
19 immediately preceding the filing of this lawsuit.

20 85. Under this cause of action, Plaintiff also prays for attorney's fees and costs
21 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages
22 as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

23 86. Under this cause of action, Plaintiff prays for penalties due under the statutes
24 alleged along with any allowable interest, penalties, attorney's fees, and costs according to
25 proof at trial.

26 **TENTH CAUSE OF ACTION**
27 **PRIVATE ATTORNEYS GENERAL ACT**
28

Representative Claim for PAGA penalties under California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)

(Plaintiff Against all Named Defendants and all DOE Defendants)

87. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 86, inclusive, of this Complaint as though fully set forth herein.

88. Pursuant to law, Plaintiff provided the required written notice to the LWDA and Defendants of the specific violations of the California Labor Code that Defendants and DOE defendants have violated and continue to violate.

89. Pursuant to California Labor code section 2699.3, no response was received from the LWDA within 65 days of the postmark date of the above-alleged letter.

90. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

91. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in California Labor Code section 2699.3.

92. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for VARN PAINTING at all locations in the state of California during the relevant PAGA Period.

93. Based on the acts alleged above, Plaintiff, on behalf of others, seeks penalties under

1 California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous
2 provisions of the California Labor Code as alleged in this Complaint.

3 94. Plaintiff therefore has exhausted all administrative remedies required of him under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendants' violations of the
6 Labor Code.

7 95. California Labor Code section 2699 et seq. imposes penalties upon culpable
8 Defendants for violating the Labor Code.

9 96. California Labor Code section 558 establishes a civil penalty as follows: Any
10 employer or other person action on behalf of an employer who violates, or causes to be
11 violated, a section of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
13 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid...

17 97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
18 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
19 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
20 employees in this specific cause of action under the Private Attorneys General Act.

21 98. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
22 the following:

23 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
24 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5 via 2698 and
25 2699 and any other Labor Codes and Industrial Welfare Commission Wage Order
26 Provisions (no.16) violated based on the facts alleged in this Complaint.

27 99. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
28

1 costs, and civil penalties on behalf of other current and former aggrieved employees as alleged
2 herein in an amount to be shown according to proof at trial and within the jurisdictional limits
3 of this Court.

4 **ELEVENTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE PERSONNEL RECORDS**

6 **(Plaintiff against all named Defendants and all DOE Defendants)**

7 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

9 101. Labor Code section 1198.5 dictates “every current and former employee, or his
10 or her representative, has the right to inspect and receive a copy of the personnel records that
11 the employer maintains relating to the employee’s performance or to any grievance concerning
12 the employee.”

13 102. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, “the
14 employer shall make the contents of those personnel records available for inspection to the
15 current or former employee, or his or her representative, at reasonable intervals and at reasonable
16 times...” On information and belief, Defendants failed to provide Plaintiff with personnel
17 records when requested by Plaintiff via letters on September 1, 2023 and December 1, 2023, as
18 required by law. Plaintiff requested his personnel records in accordance with California Labor
19 Code section 1198.5(k) on September 1, 2023 and December 1, 2023, via U.S. certified mail.

20 103. Defendants failed to provide Plaintiff with an opportunity to inspect or copy his
21 records within 30 days. As a direct result of Defendants’ violations alleged herein, Plaintiff has
22 suffered and continues to suffer substantial losses related to Defendants’ failure to provide
23 personnel records.

24 104. Plaintiff seeks all available remedies for Defendants’ violations including, but not
25 limited penalties, and costs to the extent permitted by law and according to proof at trial.
26 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants in the
27 amount of \$750.00, along with costs and attorney’s fees.

28 **TWELFTH CAUSE OF ACTION**

FAILURE TO PROVIDE PAY RECORDS

1 **(Plaintiff against all named Defendants and all DOE Defendants)**

2 105.Plaintiff re-alleges and incorporates by reference each and every allegation in
3 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

4 106.Labor Code section 226 sub-section (b) dictates “an employer...shall afford
5 current and former employees the right to inspect or copy records pertaining to their
6 employment, upon reasonable request to the employer...”

7 107.Moreover, pursuant to sub-section (c) of Labor Code section 226, “an employer
8 who receives a written or oral request to inspect or copy records pursuant to subdivision (b)
9 pertaining to a current or former employee shall comply with the request as soon as practicable,
10 but no later than 21 calendar days from the date of the request.” On information and belief,
11 Defendants failed to provide Plaintiff with pay records when requested by Plaintiff via certified
12 letter, on September 1, 2023 and December 1, 2023, and as required by law. Plaintiff requested
13 his pay records in accordance with California Labor Code section 226 on September 1, 2023 and
14 December 1, 2023, via certified mail. Defendants failed to provide Plaintiff with an opportunity
15 to inspect or copy his pay records within 21 days.

16 108.As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered
17 and continues to suffer substantial losses related to Defendants' failure to provide pay records.
18 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
19 amount of \$750.00, along with costs and attorney’s fees.

20 109.Plaintiff seeks all available remedies for Defendants’ violations including, but
21 not limited penalties, and costs to the extent permitted by law and according to proof at trial.

22 **THIRTEENTH CAUSE OF ACTION**

23 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

24 **(California Business and Professions Code Section 17200)**

25 **(Plaintiff against All Named Defendants and all DOE defendants)**

26 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

28 101. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants

1 constitute unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 102. Defendants' violations of California labor laws constitutes a business practice because
4 it was done repeatedly over a significant period of time in a systematic manner that was
5 detrimental to Plaintiff and others.

6 103. For the four years preceding the filing of this action, Plaintiff has suffered damages
7 and request damages and/or restitution of all monies and profits to be disgorged from
8 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
9 this Court.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
12 follows:

- 13
- 14 1. For compensatory damages including lost past and future wages, regular wages,
15 overtime, and all other sums of money, including employment benefits, together with
16 interest on said amounts, and any other economic injury to Plaintiff, according to proof;
 - 17 2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
18 at trial;
 - 19 3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
20 subject to proof at trial;
 - 21 4. For damages and penalties pursuant to Labor Code Sections 203, 204, 226, 1198.5 in an
22 amount subject to proof at trial;
 - 23 5. For restitution and disgorgement for all unfair business practices by corporate Defendants
24 against Plaintiff in an amount subject to proof at trial;
 - 25 6. For an order enjoining corporate Defendants from further unfair and unlawful business
26 practices in violation of Business and Professions Code Sections 17200, et seq.;
 - 27 7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
28 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendant as described more particularly in the Complaint and Representative PAGA claim/action;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of attorney's fees, costs, interest, and penalties according to proof to the extent permitted by law;
11. For restitution and/or damages for all amounts unlawfully withheld from the wages of Plaintiff, as may be proven;
12. For the imposition of civil penalties and/or statutory penalties;
13. For all interest as allowed by law;
14. For all costs and disbursements incurred in this suit;
15. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, the California Labor Code; and/or other applicable laws; and
16. For such other and further relief as this Court may deem proper.

DATED: January 24, 2024

MESSRELIAN LAW INC.

By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Edmond Grigourian

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DATED: January 24, 2024

By Harout Messrelian, Esq.
Attorneys for Plaintiff Edmond Grigourian