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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Louis Whitfield, on behalf of all similarly situated individuals, Plaintiff, vs. Green Knight Security, Inc., a California Corporation; Steven M O'Neal, an individual; and Does 1-10, inclusive; Defendants.	CASE NO. 26STCV18991 **REPRESENTATIVE COMPLAINT FOR:** **1) PAGA Penalties (Labor Code §§ 2698, et seq.)**

Plaintiff Louis Whitfield ("Plaintiff"), on behalf of the State of California, solely in his representative capacity as a private attorney general under the Private Attorney General Act of 2004, *Labor Code* § 2699, *et seq*. ("PAGA"), hereby brings this action on behalf of all "aggrieved employees" and alleges as follows, by and through his counsel of record:

PAGA ONLY ACTION

1. PAGA authorizes "an aggrieved employee, acting as a proxy or agent of the state Labor and Workforce Development Agency, to bring a civil action against an employer on behalf of himself or herself and other current or former employees to recover civil penalties for Labor Code violations they have sustained." *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

2. "PAGA is designed primarily to benefit the general public, not the party bringing the action." *Id*., at 1117. "A PAGA claim for civil penalties is fundamentally a law enforcement action. The government entity on whose behalf the plaintiff files suit is the real party in interest." *Id*. PAGA's default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations rather than "compensate employees for actual losses incurred." *Id*.

3. Under the authority expressed in *Adolph*, Mr. Whitfield does not bring suit in his individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—he brings this action solely in his representative capacity under the PAGA, on behalf of the State of California, the public, and all aggrieved employees of Defendants.

4. To the extent that statutory violations are mentioned for wage violations, Mr. Whitfield does not seek underlying general and/or special damages for those violations, but only references those predicate violations as part of the State's claim for civil penalties under PAGA.

5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief that would not be available in a PAGA-only proceeding.

PARTIES

6. At all relevant times for this Complaint, Plaintiff has been a resident of Los Angeles, California. Plaintiff was employed as an hourly, non-exempt employee of Defendants from in or around July 2025 to in or around October 2025. Plaintiff was subject to the policies and practices described in this complaint at all times during his employment at Defendants.

7. Defendant Green Knight Security, Inc. ("Green Knight Security, Inc."), is a Security Company specializing in providing security services to a wide variety of businesses. On information and belief, employs at least 100 hourly, non-exempt employees. Upon information and belief, Green Knight Security, Inc. operates a facility in California in Torrance, California.

8. Defendant Steven M O'Neal ("O'Neal") is the Chief Executive Officer at Green Knight Security, Inc. Upon information and belief, he is a resident of the County of Los Angeles in the State of California. Since Mr. O'Neal is a managing agent, director, and/or officer of Defendants and because he caused or directed the acts described herein, he is personally liable for the Labor Code violations set forth in this Complaint under Labor Code section 558.1.

9. Plaintiff is not currently aware of the names and true identities of defendants Does 1-10 (collectively with Green Knight Security, Inc. and O'Neal as "Defendants"). Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. All further references in this complaint to any of the named Defendants includes the fictitiously named defendants.

10. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each other Defendant.

VENUE AND JURISDICTION

11. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and the Business & Professions Code.

12. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendants transact business and/or have offices in this county, employ putative class members in this County, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

GENERAL ALLEGATIONS

13. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7.

14. Defendants have consistently denied their non-exempt employees the opportunities to take compliant 30-minute meal periods in accordance with California's Labor Code. Upon information and belief, the aggrieved employees, including Plaintiff, were required to interrupt their meal periods by remaining "on-call" and having to respond to their walkie-talkies, answer phone calls, otherwise interrupt or cut short their meal periods, or remain on duty and under Defendants' control during their meal periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies.

15. As a matter of uniform and systemic policy, Defendants requires non-exempt employees to remain on-premises during their meal periods. These policies prohibited employees from using meal periods in the manner of their choosing, free from their employer's dominion and control. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

16. Additionally, Defendants requires non-exempt employees to remain on-premises during their rest periods. These policies prohibited employees from using rest periods in the manner of their choosing, free from their employer's dominion and control. Accordingly, Defendants failed to authorize and permit compliant rest periods as required by law.

17. In failing to authorize and/or permit meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly denied compliant meal and rest periods.

18. Defendants further failed to compensate employees for all time worked when employees were forced to interrupt and/or work through their meal periods but were clocked out under Defendants' time-keeping system (and therefore treated as not working). This resulted in employees being denied both straight time and overtime pay, where applicable, for the time during which they were on call or under Defendants' control despite being off the clock for timekeeping purposes.

19. As a matter of uniform and systemic policy, Defendants required non-exempt employees

to utilize their personal cell phones for work-related purposes, including answering texts and calls from their supervisors while at work or on a break, being assigned tasks, and general administrative matters. Defendants further failed to compensate their non-exempt employees for reasonable costs associated with utilizing their personal cell phones for work-related purposes.

20. As a matter of uniform and systemic policy, Defendants failed to provide its non-exempt employees with accurate itemized wage statements in accordance with California's Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff and the aggrieved employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked.

<u>FIRST CAUSE OF ACTION</u>

California Labor Code §2698, et seq.

Private Attorneys General Act ("PAGA") Penalties

(Plaintiff, on Behalf of the Aggrieved Employees, Against Defendants)

21. <u>Standing</u>. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

22. Plaintiff is an "aggrieved employee" with standing to bring an action under PAGA, as he was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

23. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq*., seeking civil penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as described herein, plus attorneys' fees and costs.

24. Plaintiff does not bring suit in his individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—he brings this action solely in his

representative capacity under the PAGA, on behalf of the State of California and all aggrieved employees of Green Knight Security, Inc.

25. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, et seq., an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

26. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

27. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g.*, *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

28. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the affected employees.

29. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the following predicate violations of the Labor Code.[1]

30. *Failure to Pay Minimum Wage for All Hours Worked*. California law requires employers to compensate employees for all time that an employee is "suffered or permitted to work," which includes all time "when any employer 'directs, commands or restrains' an employee." *See, e.g.*, *Morillion v. Royal Packing Co*., 22 Cal. 4th 575, 583 (2000).

31. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated

[1] To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but only references them as part of the State's claim for civil penalties under PAGA for those predicate violations.

meal and/or rest period or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

32. *Failure to Pay Required Overtime*. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

33. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp*., 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

34. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

35. *Failure to Provide Compliant Meal Periods*. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . .an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

36. Defendants' policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

37. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants' policies and practices.

38. *Failure to Provide Compliant Rest Periods*. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

39. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[2] *Augustus v. ABM Sec. Servs.,* Inc., 2 Cal.5th 257, 273 (2016).

40. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant's control during breaks due to Defendants' policies and practices.

41. *Failure to Provide and Maintain Compliant Wage Statements*. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

42. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage statements they provided to employees to be inaccurate.

43. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved

[2] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

Employees in accordance with Labor Code § 1174. Defendants' failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved Employees' ability to calculate unpaid wages earned.

44. *Failure to Provide and Maintain Records.* Labor Code § 226 additionally provides that employers "shall afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer" and that employers "shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request." Labor Code § 226 also requires that Defendants provide

45. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request . . ."

46. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

47. Labor Code § 1174 requires employers to maintain payroll records showing the hours worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section 7 requires that an employer maintain "time records showing when the employee begins and ends each work period" and make those records available to any employee upon reasonable request. *Id*.

48. Plaintiff, through counsel, requested copies of his records kept in accordance with Labor Code §§ 226, 432, and 1198.5 by certified letter on January 7, 2026.

49. Defendants received this request on January 12, 2026, Defendants failed to timely comply and did not produce all records required by statute.

50. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or former employee to inspect or copy records required to be kept under that section within 21 days of a request to inspect, that employer is liable to the employee for a penalty of $750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney's fees in doing so. Labor Code § 1198.5(k) sets forth that if an employer fails to permit a current or former employee to inspect or copy records relating to the employee's performance or to any

grievance concerning the employee within 30 days of a request to inspect, that employer is liable to the employee for a penalty of $750, and the employee is entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs and reasonable attorney's fees in doing so.

51. Defendants have a policy and practice of denying requests for employee records to their current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the statutorily prescribed length of time.

52. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802.

53. On information and belief, Defendants required Aggrieved Employees to use their personal cellphones in the regular course of employment by answering texts and/or calls from their supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, and general administrative matters. *See Cochran v. Schwan's Home Serv., Inc*., 228 Cal. App. 4th 1137, 1144 ("We hold that when employees must use their personal cell phones for work related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.").

54. Procedural Requirements Met. On April 8, 2026, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. The sixty-five-day notice period has expired as to all defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

55. Plaintiff—as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission or Department of

Labor Standards Enforcement ("DLSE") on behalf of the State of California through this Action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. For civil penalties under PAGA to be determined by trial;

B. For pre- and post-judgment interest as allowed;

C. For preliminary and permanent injunctive relief;

D. For reasonable attorney's fees and costs and expert fees and costs; and

E. For such other relief as this Court deems just and proper.

Dated: June 15, 2026

Respectfully submitted,

BARAHMAND LAW GROUP

By: ***Navid Barahmand, Esq.***
Navid Barahmand, Esq.
Attorney for Plaintiff and the Aggrieved Employees

COHANGHADOSH LAW, APC

By: ***Justin Cohanghadosh, Esq.***
Justin Cohanghadosh, Esq.
Attorney for Plaintiff and the Aggrieved Employees

EXHIBIT A

COHANGHADOSH LAW, APC

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April 8, 2026

***Original filed online via the LWDA's PAGA Claim Notice Portal*:**
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

***Sent via U.S. Certified Mail and Email*:**
Attn: Steven M O'Neal, Agent for Service of Process
Green Knight Security, Inc.
214 W La Habra Blvd
La Habra, CA 90631
steve@greenknightsecurity.com

RE: ***Private Attorneys General Act ("PAGA") Notice Letter of Louis Whitfield on Behalf of Aggrieved Employees Under California Labor Code Section 2699.3***

This letter shall constitute notice under California Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns Mr. Louis Whitfield ("Employee") employment with his former employer: Green Knight Security, Inc. ("Employer" or "the Company") and Steven M. O'Neal. Employee was employed in a non-exempt position as a Security Guard from in or around July 2025 until he was terminated on October 31, 2025.

In connection with the alleged claims for failure to comply with California Labor Code Sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, Employee seeks to represent all employees of the

Company, as well as their parents, subsidiaries, and affiliates. With all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay to the detriment of Employee and other aggrieved employees, as opposed to compensating employees for all hours worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; failing to pay reporting time pay; and failing to pay split shift premiums. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 1197 and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid, thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to reimburse necessary business expenditures in accordance with Labor Code Section 204, which requires that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." Employee is informed and believes and based thereon alleges that Employer did not reimburse the costs associated with being required to use Employee's personal cellphone for work-related purposes, and based thereon alleges that Employer violated Labor Code section 2802.

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Thank you in advance for your prompt attention to this request.

Very truly yours,

Cohanghadosh Law, APC

/s/ Justin Cohanghadosh, Esq.
Justin Cohanghadosh, Esq.