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ANA NOH COLINDRES on behalf of
herself, all aggrieved employees, and the State
of California as a Private Attorneys General

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ANA NOH COLINDRES, an individual, on
behalf of herself, all aggrieved employees, and
the State of California as a Private Attorneys
General,

Plaintiff,

vs.

GLOBAL K9 PROTECTION GROUP LLC,
an Alabama limited liability company, and
DOES 1-50, inclusive,

Defendant.

Case No.: **24STCV06045**

REPRESENTATIVE ACTION

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

Plaintiff ANA NOH COLINDRES brings this PAGA representative action complaint on
behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff ANA NOH COLINDRES worked as an employee for Defendant GLOBAL K9 PROTECTION GROUP LLC and Does 1-50 (collectively “Defendant”). Defendant is a cargo screening company. Plaintiff ANA NOH COLINDRES worked for Defendant as a canine handler working on a full time, hourly non-exempt basis from April 2023 through November 2023. Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative basis. All current and former employees of Defendant within one year of serving notice on the LWDA to the present are aggrieved employees.

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

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

THE PARTIES

4. Plaintiff ANA NOH COLINDRES is a resident of the State of California and worked for Defendant as a canine handler working on a full time, hourly non-exempt basis from April 2023 through November 2023.

5. Defendant GLOBAL K9 PROTECTION GROUP LLC is an Alabama limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

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

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

JURISDICTION AND VENUE

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

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

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

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

5 12. This representative action represents over one hundred current and former aggrieved
6 employees.

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

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

13 15. Defendant, and each of them, have committed the following violations of the California
14 Labor Code:

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

16 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders)

17 16. The Wage Orders define “hours worked” as “the time during which an employee is
18 subject to the control of an including all the time the employee is suffered or permitted to work,
19 whether or not required to do so.” When employees like Plaintiff and her coworkers do not receive
20 payment for all hours worked, the result is that they are earning less than the statutory minimum
21 wages for all hours worked. Defendant has been engaged in many unlawful employment practices
22 which resulted in underpayment for hours worked each pay period.

23 17. Work Performed Off the Clock. Defendant knowingly required, suffered, and permitted
24 Plaintiff and aggrieved employees to work off the clock. Plaintiff was a canine handler and was
25 responsible for her canine at all times. She was never relieved of all duties, even during unpaid
26 meal periods and when off the clock. She was also required to care for her assigned canine
27 including vet visits and other care tasks off the clock.
28

1 18. Plaintiff and aggrieved employees were also required to attend training designed and
2 hosted by Defendant, yet Defendant did not reimburse Plaintiff or aggrieved employees for any
3 time spent at the training, or commuting to and from the required training facility. In fact,
4 Defendant charged employees for this required training which was conducted only after the
5 employee was hired and completed required paperwork.

6 19. Failure to Pay Wages- Required Minimum Wage. Defendant failed to pay Plaintiff and
7 aggrieved employees for all hours worked as a result of Defendant's practice of requiring
8 employees to work off-the-clock. Based on Defendant's unlawful conduct described herein,
9 Defendant's failure to pay for all hours worked, including overtime, resulted in a payment of less
10 than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and
11 Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et*
12 *seq.*

13 20. Failure to Pay All Wages Owed Twice Per Month. Defendant was required to pay
14 Plaintiff and aggrieved employees all wages earned twice during each calendar month pursuant to
15 Labor Code §204(a). Defendant failed to pay all wages earned to employees as a result of the
16 unlawful employment policies and practices discussed herein. As a result of these practices,
17 Employees were underpaid for hours worked, including overtime and penalty wages, and this
18 underpayment resulted in a failure to pay all wages owed twice per month.

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

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

21 21. An employee who is discharged must be paid all of his or her wages immediately at
22 the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant
23 knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time
24 employment terminated.

25 22. In fact, Plaintiff was not paid her final wages for weeks after her employment
26 terminated. Defendant willfully failed to pay employees who are no longer employed by it all
27 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
28

23. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Rest Breaks

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

24. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Defendant did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Order. According to Plaintiff, she and her coworkers frequently had breaks interrupted and they were not relieved of all duties.

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

26. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. Further, as a derivative claim, Plaintiff also alleges that her pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

1 **Failure to Provide Uninterrupted Meal Breaks**

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

3 27. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
4 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
5 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
6 employ an employee for a work period of more than five hours per day without providing the
7 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
8 employer shall require an employee to work during any meal... period mandated by an applicable
9 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
10 pertinent part, "[u]nless an employee is relieved of all duty during a 30 minute meal period, the
11 meal period shall be considered an 'on duty' meal period and counted as time worked."

12 28. Plaintiff often had late and interrupted meal periods. She was never relieved of all duty
13 as she was charged with the care of her assigned canine even when off the clock. Employees also
14 frequently missed second meal breaks.

15 29. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
16 Defendant: (1) did not account for all hours worked that were unaccounted for in their timekeeping
17 system; (2) did not adequately inform and train employees about their rights to meal periods and
18 premium payments for non-compliant meal periods; (3) did not adequately inform and train
19 employees about when, where and how to take timely and uninterrupted thirty-minute meal
20 periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted
21 thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly,
22 non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period
23 policy.

24 30. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
25 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
26 §§226.7 and 512. Moreover, because Defendant's policy violates a Wage Order, Defendant is
27 liable under Labor Code §1198. As a derivative claim, Plaintiff alleges that pay statements were
28 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor

Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Reimburse For Required Business Expenses

Cal. Labor Code §§1198, 2802, 2698 *et seq.*

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

32. Defendant required employees to use their personal smartphones for work purposes on a daily basis- requiring employees to download and use a timekeeping app to clock in and out. Despite the high cost of purchasing a smartphone and the high monthly cost associated with carrier contracts, Defendant only reimbursed employees \$20 per month.

33. After Plaintiff was hired, Defendant required her to attend an eight-week full-time training course at her own cost. She was required to pay her own airfare and other transportation charges to Defendant's training facility, as well as her own rent and other incidentals to remain at Defendant's facility through the duration of the required training. Defendant recommended that she obtain a part time job to cover her living expenses while living away from home undergoing Defendant's unpaid training. Employees were not reimbursed for this expense, rather they were expected to pay the Defendant for the cost of this job training which was specific to Defendant's business.

34. Defendant also failed to adequately reimburse employees for the cost of caring for their assigned canines. Employees were provided a monthly stipend which was to include all expenses, even expensive vet care. If the canine was injured on the job, aggrieved employees are required to pay for the emergency care out of this stipend and if the stipend was inadequate, the employee is personally responsible for the cost. Defendant's stipend reimbursement policy was inadequate to reimburse employees for the cost associated with caring for their assigned canines. Accordingly, Defendant is liable for civil penalties under PAGA §2698 *et eq.*

1 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
2 **Requirements**

3 Cal. Labor Code §§ 226, 1174(d), 2698 *et seq*

4 35. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
5 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
6 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
7 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
8 actual gross wages earned, including pay for all hours worked, and overtime.

9 36. Wage statements are facially incorrect because, among other deficiencies, many wage
10 statements did not state the hourly rate or period start and end dates. There are also undefined
11 categories and unlawful deductions for “Advance Payback” and others.

12 37. Such failures caused injury to Plaintiff and others, by, among other things, impeding
13 them from knowing the total hours worked and the amount of wages to which they are and were
14 entitled. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

15 **FIRST CAUSE OF ACTION**

16 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**
17 **(California Labor Code §2698 *et seq.*)**

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

20 39. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by Defendant
21 during the applicable statutory period and suffered one or more of the Labor Code violations set
22 forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other current and
23 former hourly, nonexempt aggrieved employees of Defendant, the civil penalties provided by
24 PAGA, plus reasonable attorneys’ fees and costs.

25 40. Plaintiff seeks to recover the PAGA civil penalties through a representative action
26 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
27 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.
28

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

- 3 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
4 Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, and Wage
5 Orders);
- 6 b. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203 and
7 2698 *et seq.*)
- 8 c. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
9 2698 *et seq.*)
- 10 d. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
11 558, 1198, 2699 *et seq.*)
- 12 e. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198,
13 2802, 2699 *et seq.*)
- 14 f. Failure to Properly Accrue and Pay for Unpaid Vacation (Cal. Labor Code §§ 227.3
15 and 2698 *et seq.*)
- 16 g. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
17 Keeping Requirements (Cal. Labor Code §§ 226, 1174(d), 2699 *et seq.*).

18 42. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
19 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
20 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
21 employee for each subsequent violation of Labor Code §226(a).

22 43. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
23 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
24 for each underpaid employee for each pay period for which the employee was underpaid, and one
25 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
26 for which the employee was underpaid.

27 44. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
28 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay

1 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
2 a civil penalty is not specifically provided.

3 45. Plaintiff and the other current and former employees of Defendant are aggrieved
4 employees. They were or are employed by Defendant, and each of them, and the violations alleged
5 herein were committed against them. Plaintiff brings this action on behalf of herself and all other
6 current and former aggrieved employees.

7 46. At the time of each violation, Defendant employed one or more employees.

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

11 48. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
12 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
13 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
14 Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions
15 that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory
16 timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code
17 §2699.3, Plaintiff may now pursue her PAGA claims in this action on behalf of aggrieved
18 employees and the State of California.

19 20 **PRAYER FOR RELIEF**

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

- 23 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
24 determined at trial, but at least the jurisdictional amount of this Court;
- 25 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
26 and/or other applicable law;
- 27 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
28 law;

- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: March 11, 2024

KOUL LAW FIRM

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6 

7 BY: Nazo Koulloukian, Esq.
8 Attorneys for Plaintiff ANA NOH COLINDRES,
9 and all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

January 5, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Global K9 Protection Group LLC
2401 Poplar Street
Opelika, AL 36804

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Ana Noh Colindres
Employer: Global K9 Protection Group LLC

Dear Sir or Madam:

Claimant Ana Noh Colindres has retained Nazo Koulloukian, Esq. of the Koul Law Firm to represent her, and all other aggrieved employees, for wage and hour claims against her former employer, Global K9 Protection Group LLC (“Employer”).

Claimant worked for Employer as a canine handler working on a full time, hourly non-exempt basis from April 2023 through November 2023, and was an employee of Employer during the statutory period.

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

the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

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

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*,

Wage Order 4)

The Wage Order 4 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.” When employees like Claimant and her coworkers do not receive payment for all hours worked, the result is that they are earning less than the statutory minimum wages for all hours worked. Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

Work Performed Off the Clock

Employer knowingly required, suffered, and permitted Claimant and aggrieved employees to work off the clock. Claimant was a canine handler and was responsible for her canine at all times. She was never relieved of all duties, even during unpaid meal periods and when off the clock. She was also required to care for her assigned canine including vet visits and other care tasks off the clock. Claimant and aggrieved employees were also required to attend training designed and hosted by Employer, yet Employer did not reimburse Claimant or aggrieved employees for any time spent at the training, or commuting to and from the required training facility. In fact, Employer charged employees for this required training which was conducted only after the employee was hired and completed required paperwork.

Failure to Pay Wages- Required Minimum Wage

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practice of requiring employees to work off-the-clock. Based on Employer’s unlawful conduct described herein, Employer’s failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and Wage Order 4-2001 4(B). Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, Employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Failure to Pay Wages Due Upon Termination

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

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

In fact, Claimant was not paid her final wages for weeks after her employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Provide Rest Breaks

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

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Order. According to Claimant, she was never relieved of all duties during rest breaks.

Employer's rest periods were either less than ten minutes, not provided, interrupted or late, "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for in their timekeeping system; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for

non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Because Employer violated the Wage Order, Employer is liable under Labor Code §1198. Further, as a derivative claim, Claimant also alleges that her pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 et seq.

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

Claimant often had late and interrupted meal periods. She was never relieved of all duty as she was charged with the care of her assigned canine even when off the clock. Employees also frequently missed second meal breaks.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for in their timekeeping system; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5)

because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy.

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Moreover, because Employer’s policy violates a Wage Order, Employer is liable under Labor Code §1198. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Reimburse For Required Business Expenses

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

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

Employer required employees to use their personal smartphones for work purposes on a daily basis- requiring employees to download and use a timekeeping app to clock in and out. Despite the high cost of purchasing a smartphone and the high monthly cost associated with carrier contracts, Employer only reimbursed employees \$20 per month.

After Claimant was hired, Employer required her to attend an eight week full-time training course at her own cost. She was required to pay her own airfare and other transportation charges to Employer’s training facility, as well as her own rent and other incidentals to remain at Employer’s facility through the duration of the required training. Employer recommended that she obtain a part time job to cover her living expenses while living away from home undergoing Employer’s unpaid training. Employees were not reimbursed for this expense, rather they were expected to pay the Employer for the cost of this job training which was specific to Employer’s business.

Employer also failed to adequately reimburse employees for the cost of caring for their assigned canines. Employees were provided a monthly stipend which was to include all expenses, even expensive vet care. If the canine was injured on the job, aggrieved employees are required to pay for the emergency care out of this stipend and if the stipend was inadequate, the employee is personally responsible for the cost. Employer’s stipend reimbursement policy was inadequate to reimburse employees for the cost associated with caring for their assigned canines. Accordingly, Employer is liable for civil penalties under PAGA §2698 *et eq.*

**Failure to Provide Accurate Itemized Wage Statements & Violation of Record
Keeping Requirements**

(Cal. Labor Code §§ 226, 1174(d), 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked, and overtime.

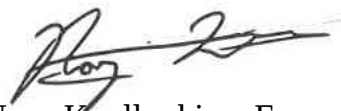
Wage statements are facially incorrect because, among other deficiencies, many wage statements did not state the hourly rate or period start and end dates. For example, Claimant's wage statements for the following pay dates do not contain either the applicable hourly rates or start and end dates: 8/10/2023, 7/25/2023, 7/10/2023. There are also undefined categories and unlawful deductions for "Advance Payback" and others.

Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform her if it does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Respectfully submitted,


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Attorney for Claimant