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Attorneys for Plaintiff JACK PANOSSIAN, an Individual,
On Behalf of Himself, Other Aggrieved Employees,
and the General Public

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

JACK PANOSSIAN, an individual, on
behalf of himself, all other aggrieved
employees, and the general public,

Plaintiff,

vs.

TESLA MOTORS, INC., a Delaware
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. **24STCV10253**

COMPLAINT FOR:

- 1. CIVIL PENALTIES UNDER LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE 2698, ET. SEQ**

1 Plaintiff JACK PANOSSIAN, an individual, hereby files this Complaint (“Complaint”)
2 against Defendant TESLA MOTORS, INC., a Delaware Corporation DOES 1 through 50, inclusive,
3 (hereinafter “Tesla” or “Defendant”). Plaintiff, in his representative capacity, is informed and
4 believes and on the basis of that information and belief alleges as follows:

5 **INTRODUCTION**

6 1. This lawsuit challenges Defendants’ employment practices with respect to their
7 employees in the State of California, who are paid in whole on an hourly basis (hereinafter
8 “Aggrieved Employees” or “Service Center Employees”) from February 2, 2023 to the present
9 (“Relevant Time Period”). During the Relevant Time Period, Defendants’ policy and practices
10 (official and unofficial) led to the systematic underpayment of all wages, including overtime pay,
11 and fails to provide legally compliant meal and rest breaks to Plaintiff and the Aggrieved
12 Employees. In particular, and during the Relevant Time Period, Defendants compensate Plaintiff
13 and Aggrieved Employees with straight time for all hours worked, even for work in excess of eight
14 hours per day and/or forty hours per work week, and fails to pay them overtime wages accordingly,
15 and further fails to pay Plaintiff and Aggrieved Employees for all straight time hours they worked.
16 Throughout the Relevant Time Period, Defendants require Plaintiff and Aggrieved Employees to
17 perform work tasks during unpaid breaks, fail to provide meal and rest breaks, fail to pay premium
18 pay for such defective breaks, fail to timely compensate employees for all wages earned, failed to
19 adequately compensate employees for business expenses, failed to provide a safe and healthy work
20 environment, and fail to properly and accurately calculate overtime and report wages earned, hours
21 worked, and wage rates.

22 2. At all times relevant hereto, and with certain defined exceptions, Defendants’
23 compensation scheme did not fully compensate Plaintiff with overtime compensation for all
24 overtime hours worked.

25 3. At all times relevant hereto, and as a matter of policy and/or practice, Defendants
26 failed to provide Plaintiff with adequate off-duty meal periods and meal period compensation in
27 violation of Labor Code sections 226.7, 512, and 516 and Industrial Welfare Commission (“IWC”)
28 Wage Order No. 7, section 11.

4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to provide Plaintiff with paid rest periods and rest period compensation in violation of Labor Code sections 226.7 and 516 and IWC Wage Order No. 7, section 12.

5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants' knowingly and intentionally utilized a timekeeping system, which failed to compensate Plaintiff for all hours worked.

6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants knowingly and intentionally provided Plaintiff with wage statements that, among others, do not show all wages earned, all hours worked, or all applicable rates.

7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to maintain documentation of the actual hours worked each day by Plaintiff, all wages earned, and meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 7, section 11.

8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to pay Plaintiff all wages due and owing upon termination of employment including, but not limited to, payment of wages for missed meal and rest periods compensation.

9. At all time relevant hereto, and as a matter of policy and/or practice, Defendants failed to provide Plaintiff with a safe and healthy work environment in violation of Labor Code sections 6400-6403.

10. In this case, Plaintiff seeks civil penalties established by Labor Code section 2699, the Private Attorneys General Act (“PAGA”), against Defendants for their unlawful employment practices.

PARTIES

Plaintiff Jack Panossian

1. Plaintiff JACK PANOSSIAN is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of California. Plaintiff commenced his employment with Defendants in or around August 2021 and last worked for Tesla on or about April 15, 2024.

1 2. Mr. Panossian commenced his employment with Tesla at Tesla's Service Center
2 located in Burbank, California from approximately August 2021 through the present. In the initial
3 phase of his tenure at Tesla, Mr. Panossian fulfilled the role of a "Tesla Advisor" within the Sales
4 Department for an approximate duration of nine (9) months. Following this period, he transitioned to
5 the Service Department, assuming the position of "Service Advisor" for an additional five to six (5-
6 6) months. Notably, owing to his commendable work ethic and exemplary performance, Tesla's
7 management specifically requested Mr. Panossian's transfer to the Parts Department, where he
8 assumed the role of a Parts Advisor. This transition was prompted by the department's operational
9 requirements. Having embraced the role of Parts Advisor, Mr. Panossian has diligently discharged
10 his responsibilities for the past fifteen (15) months. Throughout his tenure with Tesla, Mr. Panossian
11 maintained a non-exempt employment status, being compensated at an hourly rate of \$23.00 per
12 hour. On April 18, 2024, Mr. Panossian was informed that he and other employees at Tesla's
13 Burbank Service Center were being laid off as part of Tesla's mass restructuring causing the
14 elimination of certain positions and job titles.

15 ***Defendant Tesla Motors, Inc.***

16 3. Plaintiff is informed and believes and based thereon alleges that Defendant Tesla
17 Motors, Inc. is a Delaware Corporation that is one of the largest nationwide and multinational
18 automotive and clean energy companies. Tesla maintains service centers, warehouses, and sales
19 centers throughout the world including in California, in the City of Los Angeles, and the greater Los
20 Angeles area including the car service center known as Tesla Service Center located at 811 S San
21 Fernando Blvd, Burbank, CA 91502.

22 ***Does 1 through 50***

23 4. DOES 1 through 50 inclusive are now and/or at all times mentioned in this Complaint
24 were, licensed to do business and/or actually doing business in the State of California. Plaintiff does
25 not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through
26 50, inclusive and for that reason, DOES 1 through 50 are sued under such fictitious names pursuant
27 to California Code of Civil Procedure, section 474. Plaintiff will seek leave of court to amend this
28 Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 50

1 are believed to be business entities who were also co-employers of the Plaintiff and the other
2 aggrieved employees.

3 ***All Defendants***

4 5. Plaintiff is informed and believes and based thereon alleges that at all times herein
5 mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint
6 venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within
7 the course and scope of said employment and/or agency; furthermore, that each and every Defendant
8 herein, while acting as a high corporate officer, director and/or managing agent, principal and/or
9 employer, expressly directed, consented to, approved, affirmed and ratified each and every action
10 taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the
11 matters referred to herein.

12 6. Plaintiff is informed and believes and based thereon alleges that at all times herein
13 mentioned, Defendants, and each of them, proximately caused Plaintiff, all others similarly situated
14 and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or
15 damages alleged in this Complaint.

16 7. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
17 of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in
18 a joint venture, partnership, and common enterprise, and were acting within the course and scope of,
19 and in pursuit of said joint venture, partnership, and common enterprise and, as such were co-
20 employers of the Plaintiff and the other aggrieved employees.

21 8. Plaintiff is informed and believes and based thereon alleges that Defendants, and each
22 of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided
23 and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every
24 one of the other Defendants in proximately causing the injuries and/or damages alleged in this
25 Complaint.

26 **JURISDICTION AND VENUE**

27 9. This Court has jurisdiction over all causes of action herein pursuant to the California
28 Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code

1 § 17203. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because
2 Defendants operate in this County, Plaintiff resides in and/or worked in this county and the injuries
3 that are the subject of this lawsuit arose in this county.

4 **FACTUAL ALLEGATIONS**

5 10. Plaintiff is a current Parts Advisor of the Tesla Burbank Service Center. He
6 commenced his employment with Tesla in or around August 2021. In the initial phase of his tenure
7 at Tesla, Mr. Panossian fulfilled the role of a "Tesla Advisor" within the Sales Department for an
8 approximate duration of nine (9) months. Following this period, he transitioned to the Service
9 Department, assuming the position of "Service Advisor" for an additional five to six (5-6) months.
10 Notably, owing to his commendable work ethic and exemplary performance, Tesla's management
11 specifically requested Mr. Panossian's transfer to the Parts Department, where he assumed the role of
12 a Parts Advisor. This transition was prompted by the department's operational requirements. Having
13 embraced the role of Parts Advisor, Mr. Panossian has diligently discharged his responsibilities for
14 the past fifteen (15) months. Throughout his tenure with Tesla, Mr. Panossian maintained a non-
15 exempt employment status, being compensated at an hourly rate of \$23.00 per hour. While Mr.
16 Panossian and other non-exempt, hourly employees were scheduled for eight-hour shifts, however,
17 the practical requirements of the job associated with the press of work necessitated an extended daily
18 commitment, with actual working hours extending to a range of nine to eleven hours on a daily
19 basis. Mr. Panossian's work as a Parts Advisor was one in the same as other similarly situated
20 Service Center Employees of the Burbank Service Center and subject to the same basic
21 compensation structure as other Aggrieved Employees. Specifically, Parts Advisors, including Mr.
22 Panossian, are paid an hourly wage.

23 11. Plaintiff generally worked five days a week and for purposes of the Relevant Time
24 Period, Plaintiff worked on average 55 hours a week.

25 ***Failure to Pay Minimum Wages and Designated Rates***

26 12. IWC Wage Order, number 7 defines "hours worked" to mean "the time during which
27 an employee is subject to the control of an employer and includes all the time the employee is
28 suffered or permitted to work, whether or not required to do so."

1 13. Labor Code section 1182.12 and IWC Wage Order, number 7, section 4 formerly
2 provided that on and after January 1, 2008, the minimum wage shall be not less than eight dollars
3 (\$8.00) per hour.

4 14. Labor Code section 1182.12 and IWC Wage Order, number 7, section 4 provide that
5 on and after on and after January 1, 2022, the minimum wage for all industries shall be not less than
6 fourteen dollars (\$14) per hour, that on and after January 1, 2023, the minimum wage for all
7 industries shall be not less than fifteen dollars and fifty cents (\$15.50) per hour, and that on and
8 after January 1, 2024, the minimum wage for all industries shall be not less than sixteen dollars
9 (\$16) per hour,

10 15. Labor Code section 1194(a) provides in relevant part: “Notwithstanding any
11 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage [] is
12 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage [],
13 including interest thereon, reasonable attorney’s fees, and costs of suit.”

14 16. Labor Code section 1194.2(a) provides in relevant part: “In any action under Section
15 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum
16 wage fixed by an order of the commission, an employee shall be entitled to recover liquidated
17 damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

18 17. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
19 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
20 minimum so fixed is unlawful.”

21 18. Defendants’ non-exempt employees, including Service Center employees, are paid on
22 an hourly basis for their time spent working. Hours worked include, but are not limited to, all hours
23 that an employee is permitted or suffered to work including, but not limited to, off-the-clock work
24 that an employer either knew or should have known that an employee was performing.

25 19. As a matter of policy and/or practice, Defendants routinely failed to compensate
26 Service Center employees based on the actual time worked but instead only paid Aggrieved
27 Employees for the actual time clocked in and clocked out, without accounting for mandatory pre-
28 shift and post-shift work. Furthermore, work performed during a purported unpaid meal period leads

1 contributed to this widespread underpayment of wages.

2 20. California law requires that an employer compensate an employee for all hours
3 worked. See Industrial Welfare Commission Wage Order 7-2001, § 2(G) (“‘Hours worked’ means
4 the time during which an employee is subject to the control of an employer and includes all the time
5 the employee is suffered or permitted to work, whether or not required to do so.”) Labor Code § 204;
6 *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 584-586 (2000); *See also Troester v. Starbucks*
7 *Corp.*, 421 P.3d 1114 (2018) (recent California Supreme Court decision affirming that relevant
8 statutes and wage order do not allow employers to require employees to routinely work for minutes
9 off-the-clock without compensation.) Defendants’ practice of not paying Aggrieved Employees’ for
10 mandatory pre-shift time spent under Defendants’ control runs in direct violation of the California
11 Labor Code as specified herein.

12 ***Defendant’s Failure to Reimburse For Necessary Business Expenditures***

13 21. Service Center Employees, including Plaintiff, were required to use their personal cell
14 phones to communicate with colleagues using the Microsoft Teams Application, clock in and clock
15 out, take pictures of vehicles, complete end of shift reports and control their electric vehicles through
16 an application called “Tesla Ops”, the main application Service Center Employees would use to do
17 various tasks, essential to their job function. The expense associated with using their personal cell
18 phones were necessary to complete their duties to provide services of re-stocking merchandise to
19 many of Tesla clients, uploading pictures of vehicles that needed service, and turn on and off the
20 cars that were being serviced at the service centers.

21 22. Service Center Employees, including Plaintiff, were required to wear a particular
22 Tesla uniform, however, were not reimbursed for the expense of obtaining the required black pants
23 and particular steel toe boots to work for Tesla. The Department of Industrial Relations provides that
24 “If an employer requires that an employee wear a uniform, the employer must pay the cost of the
25 uniform.” Labor Code Section 2802. While California law requires some form of reasonable
26 contribution, Tesla makes no contribution whatsoever. In other words, in contravention of the state’s
27 labor laws, Tesla required Mr. Panossian and other similarly situated individuals to subsidize a
28 significant business expense of the company by failing to provide reimbursement to a necessary

1 instrumentality of the job.

2 23. Plaintiff is therefore informed and believes and based thereon alleges that as a matter
3 of policy and/or practice, Tesla fails to reimburse Aggrieved Employees on a number of items that
4 are necessary for Aggrieved Employees, including Plaintiff, to perform their work duties for
5 Defendants.

6 ***Defendant's Failure to Pay Overtime Compensation***

7 24. Labor Code Section 1194 provides that an employee receiving less than the legal
8 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
9 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
10 fees, and costs of suit.

11 25. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
12 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
13 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
14 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
15 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
16 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
17 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
18 than twice the regular rate of pay of an employee."

19 26. Throughout the Relevant Time Period, Wage Order No. 7-2001 provided for payment
20 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
21 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
22 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
23 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
24 hours on the seventh (7th) day of work in any one workweek.

25 27. Plaintiff and other Aggrieved Employees were entitled to overtime compensation for
26 all hours worked in excess of the hours and time specified in the Wage Order, statutes and
27 regulations identified herein. However, Defendant paid Aggrieved Employees, including Plaintiff, a
28 straight hourly rate for all hours worked. Defendants do not and did not pay Aggrieved Employees,

1 including Plaintiff, one and one-half (1-1/2) times their regular rate of pay for any overtime hours
2 worked over eight hours per day and/or forty hours per week. Instead, Defendants paid Aggrieved
3 Employees, including Plaintiff, a regular, hourly rate for all hours worked with no payment of
4 overtime wages.

5 28. Plaintiff was classified as non-exempt by Defendants and was therefore entitled to
6 payment for all hours worked, including overtime compensation for all hours worked in excess of
7 the hours and time specified in the Wage Order, statutes and regulations identified herein.

8 29. As a matter of policy and/or practice, Plaintiff and other Aggrieved Employees were
9 also frequently required to perform work during meal and rest breaks.

10 30. As a matter of policy and/or practice Defendants utilized a timekeeping system,
11 which failed to compensate Plaintiff and other Aggrieved Employees for all hours worked, whether
12 by rounding, time-shaving, or otherwise.

13 31. Throughout the Relevant Time Period, Defendants did not maintain adequate records
14 of all wages earned, hours worked, and meal and rest breaks taken.

15 32. Accordingly, Defendants failed to properly record the actual hours worked by
16 Plaintiff and other Aggrieved Employees and thus failed to pay overtime wages for the actual
17 amount of overtime hours worked.

18 ***Defendants' Failure to Provide Meal & Rest Breaks***

19 33. Service Center Employees, including Plaintiff, did not waive their meal periods, by
20 mutual consent with Defendants or otherwise. Service Center Employees, including Plaintiff, did
21 not enter into any written agreement with Defendants agreeing to an on-the-job paid meal period.
22 Nevertheless, Defendants implemented a uniform policy and procedure in which Plaintiff was not
23 provided required duty-free meal periods.

24 34. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
25 effectively communicate California meal period requirements to their Aggrieved Employees,
26 including Plaintiff.

27 35. Plaintiff is further informed and believes and based thereon alleges that as a matter of
28 policy and/or practice, Defendants' routinely failed to provide Aggrieved Employees, including

1 Plaintiff, with meal periods during which they were relieved of all duties.

2 36. Specifically, throughout the Relevant Time Period, Defendants regularly:

- 3 a. Failed to provide Plaintiff and the other Aggrieved Employees with a first meal
4 period of not less than thirty (30) minutes during which they were relieved of all
5 duty before working more than five (5) hours;
- 6 b. Failed to provide Plaintiff and the other Aggrieved Employees with a second meal
7 period of not less than thirty (30) minutes during which they are relieved of all
8 duty before working more than ten (10) hours per day; and
- 9 c. Failed to pay Plaintiff and the other Aggrieved employees one hour of pay at their
10 regular rate of compensation for each workday that a meal period was not
11 provided.

12 37. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number
13 7, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for
14 each four (4) hours of work, during which employees are relieved of all duty.

15 38. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order,
16 number 7, section 12, required employers to pay one hour of additional pay at the regular rate of
17 compensation for each employee and each workday that a proper rest period is not provided.

18 39. Plaintiff is informed and believes and based thereon alleges that Defendants failed to
19 effectively communicate California rest period requirements to their Aggrieved Employees,
20 including Plaintiff. Plaintiff is further informed and believes and based thereon alleges that
21 throughout the Relevant Time Period, Defendants failed to schedule rest periods.

22 40. Plaintiff is further informed and believes and based thereon alleges that Defendants
23 rarely, if ever, issue any compensation to Service Center Employees for missed, late or shortened
24 meal and/or rest breaks.

25 41. Plaintiff is informed and believes and based thereon alleges that as a matter of policy
26 and/or practice, Defendants routinely failed to provide their non-exempt employees, including
27 Plaintiff and other aggrieved Service Center Employees, with meal periods during which they were
28 relived of all duties. Defendants did this by requiring Plaintiff and the other non-exempt employees

1 to essentially work through their meal periods.

2 42. Plaintiff is further informed reports that he and other Aggrieved Employees use a
3 desktop application on company computers to log in and out, supposedly to record timely meal
4 periods to avoid any violation of the Company's meal break policy. Furthermore, Plaintiff and other
5 Service Center Employees utilized a Tesla-mandated application on their personal mobile devices
6 for the purpose of clocking in and out. Paradoxically, this practice occurred in situations where there
7 was insufficient time for a legitimate meal break, rendering the recorded meal period false and
8 illusory when in fact Aggrieved Employees continued to work through their purported meal breaks.

9 43. Notably, the utilization of employee badges and an application on their cell phones
10 for clocking in and out during meal periods was a prevalent practice among Plaintiff and other
11 Service Center Employees, despite the absence of any actual meal period being taken. This
12 description alludes to potential discrepancies in timekeeping practices, highlighting a misalignment
13 between recorded time entries and the factual absence of meal breaks. Tesla also discourages and
14 dissuades Aggrieved Employees, including Plaintiff, to take their meal and rest breaks by
15 overloading their schedules with tasks.

16 44. For example, Aggrieved Employees, including Plaintiff, bore the responsibility of
17 meticulously preparing and facilitating the return of diverse merchandise, encompassing car parts,
18 batteries, and other vehicle materials, to Tesla factories through shipments. Their duties extended to
19 the completion of requests, shipment orders, and returns involving various merchandise, fostering
20 inter-service center logistics across Southern California. Furthermore, Aggrieved Employees were
21 entrusted with the fulfillment of requests made by Tesla technicians for diverse parts essential for
22 vehicle maintenance. Notably, Tesla management imposed stringent timelines on Aggrieved
23 Employees, mandating responses to technician requests within the narrow timeframe of five to ten
24 minutes. Failure to meet these time constraints resulted in the issuance of disciplinary write-ups.
25 This directive underscored the high-pressure nature of the roles at Tesla's Service Centers,
26 necessitating swift and efficient responses to internal service demands, and often would cause
27 Aggrieved Employees to be forced to skip their mandated meal and rest periods.

28 ////

1 45. Additionally, Parts Advisors, including Plaintiff, were obligated to engage in the
2 loading and unloading of shipments, which included handling items such as tires, battery packs, and
3 various vehicle parts. This physically demanding aspect of the various roles at Tesla's Service
4 Center required the operation of forklifts at regular intervals, approximately every hour or two.
5 Following the proper scanning and storage of parts in the inventory, Aggrieved Employees were
6 further obliged to expeditiously complete all requisite paperwork.

7 46. This detailed description illuminates the multifaceted responsibilities shouldered by
8 Aggrieved Employees within the operational framework outlined by Tesla management. The
9 emphasis on time-sensitive tasks, the amounts of tasks, and the physical demands associated with
10 inventory handling underscore the challenging nature of the role, providing context for why Service
11 Center Employees, including Plaintiff, could not possibly be take a timely, off duty meal period with
12 completing all the expectations of the role.

13 47. Throughout the Relevant Time Period, Plaintiff and the other aggrieved employees
14 were routinely denied the rest breaks they were entitled to under California law.

15 48. Specifically, throughout the Relevant Time Period, Defendants regularly:
16 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
17 other aggrieved employees were relieved of all duty for each four (4) hours of work;
18 b. Failed to compensate Plaintiff and the other aggrieved employees for break time
19 when breaks were taken; and
20 c. Failed to pay Plaintiff and the other aggrieved employees one (1) hour of pay at their
21 regular rate of compensation for each workday that a rest period was not permitted.

22 49. Throughout the Relevant Time Period, when Plaintiff would attempt to take his
23 required rest break, Plaintiff's manager would chastise him for taking the required break and
24 directed him to go back to work.

25 ***Defendants' Failure to Pay All Wages Due at Termination of Employment***

26 50. At all times relevant hereto, Labor Code § 201 required an employer that discharges
27 an employee to pay compensation due and owing to said employee immediately upon discharge.
28 Labor Code Sections 202 requires an employer to pay an employee who quits any compensation due

1 and owing to said employee within seventy-two (72) hours of an employee's resignation. Labor
2 Code Section 203 provides that if an employer willfully fails to pay compensation promptly upon
3 discharge or resignation, as required under Sections 201 and 202, then the employer is liable for
4 waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

5 51. Defendants willfully and knowingly failed to pay Aggrieved Employees, upon
6 termination of employment, all accrued compensation including payment of minimum wage
7 compensation, missed meal and rest periods compensation and for time spent performing work off
8 the clock at Defendants' direction.

9 ***Defendants' Failure to Provide Accurate, Itemized Wage Statements***

10 52. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number
11 7, section 7 required employers to maintain adequate employment records and provide employees
12 with accurate itemized wage statements showing gross wages, total hours worked, all applicable
13 hourly rates worked during each pay period, the corresponding number of hours worked at each
14 hourly rate, and meal breaks taken.

15 53. Wage statements provided to Plaintiff and the other aggrieved employees by
16 Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of
17 the Labor Code section 226, and IWC Wage Order number 7, section 7.

18 54. Moreover, Defendants did not maintain adequate records of all wages earned, hours
19 worked and breaks taken.

20 ***Occupational Safety and Health Violations***

21 55. Labor Code Section 6400 provides that every employer must "furnish and use safety
22 devices and safeguards, and ... adopt and use practices, means, methods, operations, and processes
23 which are reasonably adequate to render such employment and place of employment safe and
24 healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety,
25 and health of employees."

26 56. California Labor Code § 6401 requires that "every employer furnish and use safety
27 devices and safeguards, ... adopt and use practices, means, methods, operations, and processes which
28 are reasonably adequate to render such employment and place of employment safe and healthful."

1 57. California Labor Code § 6402 prohibits employers from requiring or permitting any
2 employee to work in an unsafe work environment.

3 58. California Labor Code § 6403 further makes it unlawful for any employer to fail or
4 neglect to provide safety devices and safeguards, ... adopt and use practices, means, methods,
5 operations, and processes which are reasonably adequate to render such employment and place of
6 employment safe and healthful.”

7 59. In violation of these provisions of the Labor Code, Tesla required Plaintiff, and other
8 Service Center Employees, through the Relevant Time Period, to operate a forklift without adequate
9 training, licensing or certification. Additionally, Tesla failed to supply essential safety attire, such as
10 masks, goggles, steel toe boots, and other necessary safety equipment, exposing Plaintiff and other
11 Service Center Employees to potential risks associated with heavy equipment, vehicle parts, and
12 battery packs.

13 60. Plaintiff also observed a severe injury sustained by an employee whose finger was
14 severed by a fan in an improperly covered and stored area within the Tesla facility. Furthermore,
15 Tesla directed Plaintiff to discharge vehicle battery packs in close proximity to his and other
16 employees’ workstations, a perilous practice given the high voltage, high current, lithium-ion nature
17 of these batteries, capable of delivering hazardous electrical shocks and becoming flammable if
18 mishandled.

19 61. Moreover, Tesla engaged in improper storage practices, placing trash and pallets near
20 emergency entrances and exits, leading to incidents where falling debris caused injuries to Plaintiff.
21 Similarly, inadequately secured tall and heavy ladders in the inventory room resulting in injuries,
22 including bruising and scratches, to employees, including Plaintiff and other Service Center
23 Employees.

24 62. Additionally, Tesla stored heavy vehicle parts in a precarious manner, hanging them
25 off walls and shelves without proper mounting, thereby posing a risk of falling on employees. Lastly,
26 Mr. Panossian and other Aggrieved Employees observed the presence of mold in the break room of
27 the Burbank Service Center for an extended period.

28 ////

63. These aforementioned activities are in violation of Labor Code § 6401, as Tesla neglected to implement safeguards, practices, and safety measures to ensure the well-being of all its employees, including Plaintiff.

Exhaustion of Administrative Remedies

64. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated February 2, 2024, Plaintiff, on behalf of himself and the other aggrieved employees, gave written notice by electronic mail and certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached as Exhibit “1” is a true and correct copy of the referenced letter.

65. More than sixty-five (65) calendar days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

FIRST CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(On Behalf of Plaintiff and the Other Aggrieved Employees Against All Defendants)

66. Plaintiff incorporates by reference the allegations set forth above.

67. As set forth above, Plaintiff have complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated February 2, 2024, Plaintiff, on behalf of himself and the other aggrieved employees, gave written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the written notice letter is attached hereto as **Exhibit 1**. More than sixty-five (65) calendar days have passed since Plaintiff provided the LWDA with written notice. To date, Plaintiff has not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

68. This action arises out of the allegedly unlawful labor practices of Defendants in

1 California. Through this private attorneys' general action, Plaintiff represents himself, and other
2 aggrieved employees of Defendants that were in California, against whom Defendants have
3 allegedly committed labor law violations alleged herein. As a result of the allegedly unlawful
4 conduct described herein, Plaintiff now seeks to recover civil penalties, attorneys' fees, and costs,
5 pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq.*

6 69. Labor Code Section 1198 makes it unlawful for an employer to employ an employee
7 under conditions that violate the applicable Wage Order.

8 70. Plaintiff is informed and believes that throughout the Relevant Time Period,
9 Defendants have applied centrally devised policies and practices to Plaintiff and the other aggrieved
10 employees with respect to wages, hours, and working conditions.

11 **Failure to Pay Minimum Wages and Designated Rates**

12 71. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
13 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
14 employees and the payment of a wage less than the minimum so fixed is unlawful. Additionally,
15 Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that
16 violate the applicable Wage Order.

17 72. Where any statute or contract requires an employer to maintain the designated wage
18 scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while
19 purporting to pay the wage designated by statute or by contract.

20 73. At all relevant times, Defendants maintained a policy and practice of requiring
21 Plaintiff and the other aggrieved employees to remain under Defendants' control without paying
22 therefore, which resulted in them earning less than the legal minimum wage in the State of
23 California for all hours worked. At all relevant times, Defendants maintained a policy and practice
24 of requiring Plaintiff and the other aggrieved employees to remain under Defendants' control
25 without paying therefor, which resulted in them earning less than the legal minimum wage in the
26 State of California for all hours worked.

27 74. Defendants' failure to pay Plaintiff and other aggrieved employees minimum wages
28 and designated violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiff and

1 other aggrieved employees are entitled to recover civil penalties pursuant to sections 1197.1 and
2 2699(a), (f), and (g).

3 **Failure to Pay Overtime Compensation**

4 75. Labor Code Section 1194 provides that an employee receiving less than the legal
5 overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount
6 of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's
7 fees, and costs of suit.

8 76. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday
9 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
10 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
11 one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states:
12 "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
13 the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in
14 excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less
15 than twice the regular rate of pay of an employee."

16 77. Throughout the Relevant Time Period, Wage Order No. 7-2001 provided for payment
17 of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all
18 hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for
19 payment of overtime wages equal to double the employee's regular rate of pay for all hours worked
20 in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8)
21 hours on the seventh (7th) day of work in any one workweek.

22 78. Plaintiff and the other aggrieved employees were entitled to overtime compensation
23 for all hours worked in excess of the hours and time specified in the Wage Order, statutes and
24 regulations identified herein.

25 79. As a matter of policy and/or practice, Plaintiff and the other aggrieved employees
26 were frequently required to perform work before and after their scheduled shifts as well as during
27 meal and rest breaks causing Plaintiff and the other aggrieved employees to not receive pay for all
28 hours worked.

1 80. Accordingly, Defendants failed to properly record the actual hours worked by
2 Plaintiff and other aggrieved employees, and thus failed to pay overtime wages for the actual amount
3 of overtime hours worked.

4 **Failure to Provide Meal and Rest Breaks**

5 81. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative
6 obligation on employers to provide employees with uninterrupted, duty-free, meal periods of at least
7 thirty (30) minutes for each work period of five (5) or more hours, and to provide them with two
8 uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more
9 than ten (10) hours.

10 82. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from
11 requiring employees to work during required meal periods and require employers to pay employees
12 an additional hour of premium wages on each workday that the employee is not provided with a
13 required meal period.

14 83. At relevant times during the applicable limitations period, Defendants failed to
15 provide Plaintiff with uninterrupted meal periods of at least thirty (30) minutes on each day that they
16 worked five (5) or more hours, as required by Labor Code Section 512 and the Wage Order, as a
17 result of duties and schedules that do not permit them to take all legally required meal periods.
18 Plaintiff are informed, believe and thereon allege that, at relevant times during the applicable
19 limitations period, Defendants maintained a policy or practice of not providing the other aggrieved
20 employees with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hour work
21 period, as required by Labor Code Section 512 and the Wage Order, as a result of duties and
22 schedules that do not permit them to take all legally required meal periods.

23 84. At relevant times during the applicable limitations period, Defendants failed to
24 provide Plaintiff with two uninterrupted meal periods of at least thirty (30) minutes on each day that
25 she worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage Order, as a
26 result of duties and schedules that do not permit them to take all legally required meal periods.
27 Additionally, Defendants failed to provide Plaintiff with uninterrupted meal periods of at least thirty
28 (30) minutes within five (5) hours of their first meal period, as a result of duties and schedules that

1 do not permit them to take all legally required meal periods.

2 85. Plaintiff are informed and believe and thereon allege that, at relevant times during the
3 applicable limitations period, Defendants maintained a policy or practice of not providing the other
4 aggrieved employees with two uninterrupted meal periods of at least thirty (30) minutes on each day
5 that they worked ten (10) or more hours, as required by Labor Code Section 512 and the Wage
6 Order, as a result of duties and schedules that do not permit them to take all legally required meal
7 periods. Additionally, Defendants maintained a policy or practice of not providing the other
8 aggrieved employees with an uninterrupted meal period of at least thirty (30) minutes within five
9 (5) hours of their first meal period, as a result of duties and schedules that do not permit them to take
10 all legally required meal periods.

11 86. Section 12 of the Wage Order imposes an affirmative obligation on employers to
12 permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes
13 of net rest time for each four (4) hour work period, or major portion thereof, that must be in the
14 middle of each work period insofar as is practicable.

15 87. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from
16 requiring employees to work during required rest periods and require employers to pay employees an
17 additional hour of premium wages on each workday that the employee is not provided with the
18 required rest period.

19 88. At relevant times during the applicable limitations period, Defendants failed to
20 provide Plaintiff with a net rest periods of at least ten (10) minutes for each four (4) hour work
21 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules
22 that do not permit Plaintiff to take all legally required rest breaks.

23 89. Plaintiff are informed, believes and thereon allege that, at relevant times during the
24 applicable limitations period, Defendants maintained a policy or practice of not providing the other
25 aggrieved employees with net rest periods of a least ten (10) minutes for each four (4) hour work
26 period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules
27 that do not permit them to take all legally required rest breaks.

28 ///

1 **Failure to Pay Wages Upon Termination**

2 90. Labor Code Section 201 provides that all earned and unpaid wages of an employee
3 who is discharged are due and payable immediately at the time of discharge.

4 91. Labor Code Section 202 provides that all earned and unpaid wages of an employee
5 who quits after providing at least 72-hours' notice before quitting are due and payable at the time of
6 quitting and that all earned and unpaid wages of an employee who quits without providing at least
7 72-hours' notice before quitting are due and payable within 72 hours.

8 92. Labor Code Section 203 provides that the wages of an employee continue on a daily
9 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
10 unpaid wages to the employee in accordance with Labor Code Section 201 or Section 202.

11 93. Plaintiff are informed and believes that Defendants' failures to timely pay Plaintiff
12 and the aggrieved employees all of their earned and unpaid wages, including unpaid minimum wage
13 and overtime, and unprovided rest and meal period premium wages, have been willful in that, at all
14 relevant times, Defendants have deliberately maintained policies and practices that violate the
15 requirements of the Labor Code and the Wage Order even though, at all relevant times, they have
16 had the ability to comply with those legal requirements.

17 **Failure to Provide and Maintain Compliant Wage Statements**

18 94. Labor Code Section 1174 requires that every person employing labor in this state
19 shall keep (1) a record showing the names and addresses of all employees employed and the ages of
20 all minors; (2) at a central location in the state or at the plants or establishments at which employees
21 are employed, payroll records showing the hours worked daily by and the wages paid to, and the
22 number of piece-rate units earned by and any applicable piece rate paid to, employees employed at
23 the respective plants or establishments; (3) such records in accordance with rules established for this
24 purpose by the commission, but in any case, on file for not less than three years. This statute also
25 prevents an employer from prohibiting an employee from maintaining a personal record of hours
26 worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to
27 keep the records required by Section 1174.

28 95. Pursuant to California Labor Code Section 226(a), Plaintiff and the other aggrieved

1 employees were entitled to receive, semimonthly or at the time of each payment of wages, an
2 accurate itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable
3 hourly rates in effect during the pay period; and (d) the corresponding number of hours worked at
4 each hourly rate by the employee.

5 96. Defendants failed to provide Plaintiff with accurate itemized statements in accordance
6 with California Labor Code Section 226(a) by providing Plaintiff with wage statements with
7 inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of
8 the unlawful labor and payroll practices described herein.

9 97. Plaintiff are informed and believe and thereon allege that, at all relevant times during
10 the applicable limitations period, Defendants maintained a policy or practice of not providing
11 aggrieved employees with accurate itemized wage statements by providing them with wage
12 statements with inaccurate entries for hours worked, corresponding rates of pay, total wages and
13 deductions from wages earned as a result of the unlawful labor and payroll practices described
14 herein.

15 98. Plaintiff is informed and believes and thereon alleges that Defendants' failure to
16 provide then and the aggrieved employees with accurate written wage statements is knowing and
17 intentional.

18 99. Plaintiff is informed and believes and thereon alleges that Defendants had the ability
19 to provide them and the aggrieved employees with accurate wage statements, but intentionally
20 provided wage statements that they knew are not accurate.

21 100. As a result of being provided with inaccurate wage statements by Defendants,
22 Plaintiff and the aggrieved employees have suffered an injury. Their legal rights to receive accurate
23 wage statements were violated and they were misled about the amount of wages they had actually
24 earned and were owed. In addition, the absence of accurate information on their wage statements
25 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and
26 mathematical computations to determine the amounts of wages owed, has caused difficulty and
27 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
28 inaccurate information about wages and amounts deducted from wages to state and federal

1 government agencies.

2 101. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on
3 behalf of themselves and other current or former employees, to bring a civil action to recover civil
4 penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

5 **Failure to Maintain Safe and Healthful Work Environment**

6 102. Labor Code Section 6400 provides that every employer must “furnish and use safety
7 devices and safeguards, and ... adopt and use practices, means, methods, operations, and processes
8 which are reasonably adequate to render such employment and place of employment safe and
9 healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety,
10 and health of employees.”

11 103. California Labor Code § 6401 requires that “every employer furnish and use safety
12 devices and safeguards, ... adopt and use practices, means, methods, operations, and processes which
13 are reasonably adequate to render such employment and place of employment safe and healthful.”

14 104. California Labor Code § 6402 prohibits employers from requiring or permitting any
15 employee to work in an unsafe work environment.

16 105. California Labor Code § 6403 further makes it unlawful for any employer to fail or
17 neglect to provide safety devices and safeguards, ... adopt and use practices, means, methods,
18 operations, and processes which are reasonably adequate to render such employment and place of
19 employment safe and healthful.”

20 106. As more fully alleged herein, without limitation, Defendant Tesla knowingly and with
21 reckless disregard failed and refused to implement appropriate workplace safety procedures to
22 ensure a safe working environment.

23 107. In violation of these provisions of the Labor Code, Tesla required Plaintiff, and other
24 Service Center Employees, through the Relevant Time Period, to operate a forklift without adequate
25 training, licensing or certification. Additionally, Tesla failed to supply essential safety attire, such as
26 masks, goggles, steel toe boots, and other necessary safety equipment, exposing Plaintiff and other
27 Service Center Employees to potential risks associated with heavy equipment, vehicle parts, and
28 battery packs.

1 108. Plaintiff also observed a severe injury sustained by an employee whose finger was
2 severed by a fan in an improperly covered and stored area within the Tesla facility. Furthermore,
3 Tesla directed Plaintiff to discharge vehicle battery packs in close proximity to his and other
4 employees' workstations, a perilous practice given the high voltage, high current, lithium-ion nature
5 of these batteries, capable of delivering hazardous electrical shocks and becoming flammable if
6 mishandled.

7 109. Moreover, Tesla engaged in improper storage practices, placing trash and pallets near
8 emergency entrances and exits, leading to incidents where falling debris caused injuries to Plaintiff.
9 Similarly, inadequately secured tall and heavy ladders in the inventory room resulting in injuries,
10 including bruising and scratches, to employees, including Plaintiff and other Service Center
11 Employees.

12 110. Additionally, Tesla stored heavy vehicle parts in a precarious manner, hanging them
13 off walls and shelves without proper mounting, thereby posing a risk of falling on employees. Lastly,
14 Mr. Panossian and other Aggrieved Employees observed the presence of mold in the break room of
15 the Burbank Service Center for an extended period.

16 111. These aforementioned activities are in violation of Labor Code § 6401, as Tesla
17 neglected to implement safeguards, practices, and safety measures to ensure the well-being of all its
18 employees, including Plaintiff.

19 **Failure to Reimburse For Necessary Business Expenditures**

20 112. Labor Code § 2802(a), an employer shall indemnify its employees for all necessary
21 expenditures or losses incurred by the employees in direct consequence of the discharge of their
22 duties, or of their obedience to the directions of the employer, even though unlawful, unless the
23 employee, at the time of obeying the directions, believed them to be unlawful.

24 113. During the Relevant Time Period, Plaintiff and the Aggrieved Employees incurred
25 necessary business-related expenses and costs that were not fully reimbursed by Defendants,
26 including and without limitations, personal cell phone usage to carry out the day-to-day duties for
27 the benefit of Defendants and its members.

28 114. During Relevant Time Period, Defendants failed to reimburse Aggrieved Employees,

1 including Plaintiff, for necessary business-related expenses and costs.

2 115. Aggrieved Employees, including Plaintiff, are entitled to recover civil penalties from
3 Defendants for their unreimbursed business-related expenses and costs incurred during the course
4 and scope of their employment.

5 **Section 558 Penalties**

6 116. The PAGA claims are also brought against Defendants pursuant to provisions of the
7 labor code including § 558 which permits liability of persons or employers who violate or cause to
8 be violated Labor Code and IWC regulations. California Labor Code Section 2699.

9 117. The PAGA states:

10 Notwithstanding any other provision of law, any provision of this code that
11 provides for a civil penalty to be assessed and collected by the Labor and
12 Workforce Development Agency or any of its departments, divisions,
13 commissions, boards, agencies, or employees, for a violation of this code, may, as
14 an alternative, be recovered through a civil action brought by an aggrieved
15 employee on behalf of himself or herself and other current or former employees...

16 118. One provision of law enforceable through PAGA as to civil penalties, though not
17 unpaid wages, is Labor Code § 558, which states the following:

18 (a) Any employer or other person acting on behalf of an employer who violates,
19 or causes to be violated, a section of this chapter or any provision regulating hours
20 and days of work in any order of the Industrial Welfare Commission shall be
21 subject to a civil penalty as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for
23 each pay period for which the employee was underpaid in addition to any amount
24 sufficient to recover underpaid wages.

25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition
27 to an amount sufficient to recover underpaid wages...

28 **Penalties Authorized by PAGA**

119. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiff and the other
aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for
Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 225.5,
226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 1199, 2800,
2802, 2698, and 6400-6403 *et seq.*, during the Relevant Time Period in the following amounts:

- a. For violations of California Labor Code sections 200, 201, 202, 203, 226.7, 1198,
and 2802, one hundred dollars (\$100.00) for each aggrieved employee per pay

1 period for each initial violation and two hundred dollars (\$200.00) for each
2 aggrieved employee per pay period for each subsequent violation (penalty amounts
3 established by California Labor Code Section 2699(f)(2));

4 b. For violations of California Labor Code Section 1194-1197.1, one hundred
5 dollars (\$100.00) for each aggrieved employee per pay period for each initial
6 violation and two hundred dollars and fifty (\$250.00) for each aggrieved
7 employee per pay period for each subsequent violation regardless of whether the
8 initial violation is intentionally committed (penalty amounts established by
9 California Labor Code § 1197.1);

10 c. For violations of California Labor Code Sections 216, 221, 223 one hundred
11 dollars (\$100.00) for each aggrieved employee for each initial violation and two
12 hundred dollars (\$200.00) for each aggrieved employee for each subsequent or
13 willful violation (penalty amounts established by California Labor Code §
14 225.5);

15 d. For violations of California Labor Code Section 1174, five hundred dollars
16 (\$500.00) for each of Defendants' violations in addition to any other penalties or
17 fines permitted by law (penalty amounts established by California Labor Code §
18 1174.5);

19 e. For violations of California Labor Code Section 226, two hundred fifty dollars
20 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00)
21 per employee for each subsequent violation (penalty amounts established by
22 California Labor Code Section 226.3);

23 f. For violations of California Labor Code Section 204, one hundred dollars (\$100.00)
24 per employee for initial violation and two hundred dollars (\$200.00) per employee
25 for each subsequent violation, plus 25 percent of the amount unlawfully withheld
26 (penalty amounts established by California Labor Code Section 210);

27 g. For violations of California Labor Code section 510, 511, 512, 551, 552 and,
28 Wage Order 7-2001 Sections 9, 11, and 12, fifty dollars (\$50.00) for each

1 aggrieved employee for each initial violation for pay period for which the
2 employee was underpaid in addition to an amount sufficient to recover unpaid
3 wages and one hundred dollars (\$100.00) for each underpaid employee for each
4 pay period for which the employee was underpaid in addition to an amount
5 sufficient to recover unpaid wages (penalty amounts established by California
6 Labor Code Section 558).

7 h. For violations of California Labor Code Section 558, fifty dollars (\$50.00) for
8 initial violation, fifty dollars (\$50.00) for each underpaid employee for each pay
9 period for which the employee was underpaid; for each subsequent violation, one
10 hundred dollars (\$100.00) for each underpaid employee for each pay period for
11 which the employee was underpaid (penalty amounts established by California
12 Labor Code Section 558).

13 i. For violations of California Labor Code Section, 6400-6403 Plaintiff is entitled
14 to civil penalties on behalf of himself and other employees similarly aggrieved in
15 the amount of \$100.00 for each aggrieved employee per pay period for the initial
16 violation and \$200.00 per employee per pay period for each subsequent
17 violation. Cal. Labor Code § 2699(f)(2). Plaintiff is further entitled to attorney's
18 fees pursuant to the PAGA for any violation of Labor Code §§ 6400-6403,
19 pursuant to Labor Code § 2699(g)(1).

20 120. Pursuant to California Labor Code Section 2699(g), Plaintiff, on behalf of himself
21 and the other Aggrieved Employees, are entitled to an award of reasonable attorneys' fees and costs.

22 **PRAYER FOR RELIEF**

23 Wherefore, Plaintiff on behalf of himself and on behalf of the aggrieved employees,
24 prays for judgment against Defendants as follows:

- 25 a. Civil penalties;
26 b. Other penalties and fines permitted by law;
27 c. Costs of suit;
28 d. Reasonable attorneys' fees;

- e. Pre-judgment and post-judgment interest as provided by law; and
- f. Such other and further relief as the Court deems just and proper.

DATED: April 23, 2024

BOYAMIAN LAW, INC.



By: _____
Michael H. Boyamian
Attorney for Plaintiff JACK PANOSSIAN,
Other Aggrieved Employees, and the
General Public