

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM
3435 Wilshire Blvd., Suite 1710
Los Angeles, CA 90010
Telephone: (213) 761-5484
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
LUIS E. DE ALBA SALAZAR on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN

LUIS E. DE ALBA SALAZAR, an individual,
on behalf of himself, all aggrieved employees,
and the State of California as a Private
Attorneys General,

Plaintiff,

vs.

SANGERA AUTOMOTIVE GROUP, a
business entity unknown, SANGERA
PROPERTIES, LLC, a California limited
liability company, & SANGERA BUICK,
INC., a California corporation, and DOES 1-
50, inclusive,

Defendant.

Case No.: BCV-24-103107

REPRESENTATIVE ACTION

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

Plaintiff LUIS E. DE ALBA SALAZAR brings this PAGA representative action complaint
on behalf of himself, all aggrieved employees, and the State of California as a Private Attorneys
General, and alleges as follows:

NATURE OF THE ACTION

1. Plaintiff LUIS E. DE ALBA SALAZAR worked as an employee for SANGERA AUTOMOTIVE GROUP, SANGERA PROPERTIES, LLC & SANGERA BUICK, INC., and Does 1-50 (collectively “Defendant”). Plaintiff LUIS E. DE ALBA SALAZAR worked for Defendant work at their Bakersfield, California, facilities where he worked as an Auto Detailer from August 1, 2023, until April 23, 2024. His job duties included detailing and cleaning cars, as well as conducting final inspections of sold vehicles.

2. 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.

3. 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 himself, all other similarly situated aggrieved employees, and the State of California, based upon the claims articulated below. Plaintiff provided notice of their 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.*

4. 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 provide uninterrupted meal breaks; (3) failing to provide suitable seating; (4) failing to reimburse for required business expenses; (5) 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.

1 **THE PARTIES**

2 5. Plaintiff LUIS E. DE ALBA SALAZAR is a resident of the State of California and
3 worked as an employee for Defendant at their Bakersfield, California, facilities where he worked
4 as an Auto Detailer from August 1, 2023 until April 23, 2024. His job duties included detailing
5 and cleaning cars, as well as conducting final inspections of sold vehicles.

6 6. Defendant SANGERA AUTOMOTIVE GROUP, is a business entity unknown and/or
7 fictitious business name authorized to do business and doing business in California with the
8 capacity to sue and to be sued, and doing business, in the county of Kern, State of California.

9 7. Defendant SANGERA PROPERTIES, LLC, is a California limited liability company
10 authorized to do business and doing business in California with the capacity to sue and to be sued,
11 and doing business, in the county of Kern, State of California.

12 8. Defendant SANGERA BUICK, INC., is a California corporation authorized to do
13 business and doing business in California with the capacity to sue and to be sued, and doing
14 business, in the county of Kern, State of California.

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

20 10. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
22 of the representative class, and exercised control over their wages, hours, and working conditions.
23 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
24 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
25 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
26 to the other Defendants.
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12. The statutory penalties sought by Plaintiff exceed 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).

13. 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 conducts business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

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

15. This representative action represents over one hundred current and former aggrieved employees.

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

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

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

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

2 (Cal. Labor Code §§200-204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194,
3 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 7)

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

6 20. The Wage Orders define “hours worked” as “the time during which an employee is
7 subject to the control of an including all the time the employee is suffered or permitted to work,
8 whether or not required to do so.” Defendant has been engaged in many unlawful employment
9 practices which resulted in underpayment for hours worked each pay period.

10 21. Plaintiff and aggrieved employees were sometimes required to work off the clock,
11 including communicating with coworkers concerning work matters while off the clock. For
12 example, Plaintiff received and responded to numerous text messages on his personal phone while
13 off the clock on a daily basis.

14 22. Defendant’s conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197
15 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5,
16 226, 558, 1194 and 1194.2, Plaintiff and other Aggrieved Employees are entitled to recover
17 damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys’
18 fees, expenses, and costs of suit. It also resulted in a failure to pay minimum wage and a failure to
19 pay all wages owed twice per month and waiting time penalties. As a result of these ongoing
20 violations, Defendant is liable for, among other things, civil penalties pursuant to Labor Code §§
21 558 & 2698 *et seq.*

22 **Failure to Provide Uninterrupted Meal Breaks**

23 (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

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

26 24. During Plaintiff’s employment, Defendant failed to consistently maintain a compliant
27 meal period policy and practice. Defendant failed to provide all of its hourly employees with their
28 right to take a timely off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n

1 employer may not employ an employee for a work period of more than five hours per day without
2 providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a)
3 provides, "[n]o employer shall require an employee to work during any meal... period mandated
4 by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage
5 Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute
6 meal period, the meal period shall be considered an 'on duty' meal period and counted as time
7 worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor
8 Code.

9 25. Plaintiff and aggrieved employees sometimes experienced late, short, and/or
10 interrupted first meal periods due to the press of work. For example, Plaintiff describes being
11 unable to take a timely meal period approximately three times per week. On dates when meal
12 periods were not compliant, Plaintiff did not receive a meal period premium payment.

13 26. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
14 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
15 (2) did not adequately inform and train employees about their rights to meal periods and premium
16 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
17 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
18 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
19 periods; and/or (5) because management at various levels, affecting all hourly, non-exempt
20 employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff
21 and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal
22 periods were not given to them in compliance with California law. Accordingly, Defendant is
23 liable to Plaintiff and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698
24 *et. Seq.*

25 **Failure to Provide Suitable Seating**

26 (Cal. Lab. Code §§1198 and Wage Order 7)

27 27. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 28. Labor Code section 1198 states, in pertinent part, “The employment of any employee...
2 under conditions of labor prohibited by the [Wage Order] is unlawful.”

3 29. The Wage Order provides that:

4 A. All working employees shall be provided with suitable seats when
5 the nature of the work reasonably permits the use of seats.

6 B. When employees are not engaged in the active duties of their
7 employment and the nature of the work requires standing, an adequate number
8 of suitable seats shall be placed in reasonable proximity to the work area and
9 employees shall be permitted to use such seats when it does not interfere with
10 the performance of their duties.

11 30. At all relevant times, Defendant failed to provide Plaintiff and aggrieved employees
12 with suitable seating during their employment as required by section 14 of Wage Order 7. Plaintiff
13 and other aggrieved employees were not provided with seating during shifts in which they worked
14 at positions which would reasonably permit the use of seating. For example, when detailing lower
15 portions of cars such as tires or running boards, having a seat is an asset. Accordingly, Plaintiff
16 brought his own seat to use when he was engaged in these tasks because Defendant refused to
17 provide one.

18 31. Accordingly, Plaintiff, on behalf of himself and aggrieved employees, will pursue civil
19 penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law
20 for the alleged violations.

21 **Failure to Reimburse For Required Business Expenses**

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

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

25 33. Labor Code §2802 requires employers to indemnify employees for necessary
26 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
27 Plaintiff and aggrieved employees were required to use their personal cell phones to communicate
28 with Defendant and Defendant’s employees in furtherance of assigned tasks. For example,

1 salespeople and supervisors would call Plaintiff on his personal phone while at work to coordinate
2 regarding when vehicles would be ready for pick-up.

3 34. Plaintiff and aggrieved employees were also required to provide their own tools. For
4 example, Plaintiff was required to provide many of his own tools necessary to effectively complete
5 his job as a detailer. Plaintiff provided polishers, a wrench set, screwdriver set, stool, cannon towel
6 ringer, and towels necessary to effectively perform his job. He also washed and maintained the
7 towels at his own expense on his own time as it was necessary to effectively perform his job.

8 35. Defendant failed to reimburse employees for these necessary business expenses and is
9 therefore liable to Plaintiff and aggrieved employees for civil penalties pursuant to Cal. Labor
10 Code §2698 *et. seq.*

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

13 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

14 36. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
15 incorporate said paragraphs herein by reference.

16 37. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
17 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
18 and keep accurate records as required by §1174(d).

19 38. The statements provided to Plaintiff and aggrieved employees, and the records
20 maintained by Defendant, have not accurately reflected actual gross wages earned, including pay
21 for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay
22 for meal and rest period premium wages.

23 39. Wage statements also list Sangera Automotive Group as the employer, although that
24 entity name is not registered with the California Secretary of State.

25 40. §226 (a) requires:

26 A. An employer, semimonthly or at the time of each payment of wages,
27 shall furnish to his or her employee, either as a detachable part of the check,
28 draft, or voucher paying the employee's wages, or separately if wages are paid

1 by personal check or cash, an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee, except as
3 provided in subdivision (j), (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the
10 name and address of the legal entity that is the employer and, if the employer is
11 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
12 and address of the legal entity that secured the services of the employer, and (9)
13 all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee...

15 41. Such failures called injury to Plaintiff and others, by, among other things, impeding
16 them from knowing the true legal name of their employer, the total hours worked, and the amount
17 of wages to which they are and were entitled.

18 **FIRST CAUSE OF ACTION**

19 **Against Defendant for Violation of the Private Attorneys General Act ("PAGA")**

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

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

23 43. Plaintiff is an "aggrieved employee" under PAGA, as they were employed by
24 Defendant during the applicable statutory period and suffered one or more of the Labor Code
25 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other
26 current and former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus
27 reasonable attorneys' fees and costs.
28

1 44. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

4 45. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
5 Code provisions:

- 6 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
7 Labor Code §§200-204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558,
8 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 7);
- 9 b. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
10 558, 1198, 2699 *et seq.*);
- 11 c. Failure to Provide Suitable Seating (Cal. Lab. Code §§1198 and Wage Order 7);
- 12 d. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §1198,
13 2802, 2699 *et seq.*);
- 14 e. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
15 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

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

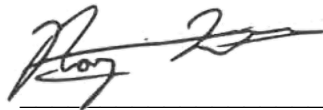
20 47. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
21 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
22 for each underpaid employee for each pay period for which the employee was underpaid, and one
23 hundred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

25 48. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
26 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
27 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
28 a civil penalty is not specifically provided.

- 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: September 12, 2024

KOUL LAW FIRM, APC

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9 BY: Nazo Koulloukian, Esq.
10 Attorneys for Plaintiff LUIS E. DE ALBA
11 SALAZAR, 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

July 1, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Sangera Properties, LLC
5600 Gasoline Alley Drive
Bakersfield, CA 93313

Sangera Automotive Group
5600 Gasoline Alley Drive
Bakersfield, CA 93313

Sangera Buick, Inc.
5600 Gasoline Alley Drive
Bakersfield, CA 93313

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Luis E. De Alba Salazar
Employer: Sangera Automotive Group, Sangera Properties, LLC & Sangera
Buick, Inc.

Dear Sir or Madam:

Claimant and aggrieved employee Luis E. De Alba Salazar has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent him, and all other aggrieved employees in California, for wage and hour claims against his former employers, Sangera Automotive Group, Sangera Properties, LLC, & Sangera Buick, Inc., (hereafter referred to as “Employer”). Employer hired, assigned, and paid Claimant to work at its Bakersfield, California, facilities where Claimant worked as an Auto Detailer from August 1, 2023 until April 23, 2024. His job duties included detailing and cleaning cars, as well as conducting final inspections of sold vehicles.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit claimants 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 Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7,

510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2441, 2802, 2810.5, additional code sections cited below herein, and all applicable Wage Orders.

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

Cal. Labor Code §§200-204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Order 7

The Wage Orders define “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.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

Claimant and aggrieved employees were sometimes required to work off the clock, including communicating with coworkers concerning work matters while off the clock. Claimant received and responded to numerous text messages on his personal phone while off the clock on a daily basis.

Employer’s conduct described herein violates Labor Code §§ 200, 223, 226, 500, 1197 and 1198, and the Applicable Wage Orders. Therefore, pursuant to Labor Code §§ 203, 218.5, 226, 558, 1194 and 1194.2, Claimant and other Aggrieved Employees are entitled to recover damages for the nonpayment of wages of all their worked hours in addition to penalties, attorneys’ fees, expenses, and costs of suit. It also resulted in a failure to pay minimum wage and a failure to pay all wages owed twice per month and waiting time penalties. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 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 consistently maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take a timely 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.” Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees sometimes experienced late, short, and/or interrupted first meal periods due to the press of work. Claimant describes being unable to take a timely meal

period approximately three times per week. On dates when meal periods were not compliant, Claimant did not receive a meal period premium payment.

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 on their timecard; (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. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law. Accordingly, Employer is liable to Claimant and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure To Provide Suitable Seating

Lab. Code §1198 and Wage Order 7

Labor Code section 1198 states, in pertinent part, "The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful."

The Wage Order provides that:

- (A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.
- (B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 14 of Wage Order 7. Claimant and other aggrieved employees were not provided with seating during shifts in which they worked at positions which would reasonably permit the use of seating. For example, when detailing lower portions of cars such as tires or running boards, having a seat is an asset. Accordingly, Claimant brought his own seat to use when he was engaged in these tasks because Employer refused to provide one.

Accordingly, Claimant, on behalf of himself and aggrieved employees, will pursue civil penalties under Labor Code §2698 *et seq.*, and all available remedies to the extent allowed by law for the alleged violations.

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. Here, Claimant and aggrieved employees were required to use their personal cell phones to communicate with Employer and Employer's employees in furtherance of assigned tasks. For example, salespeople and supervisors would call Claimant on his personal phone while at work to coordinate regarding when vehicles would be ready for pick-up.

Employees were also required to provide their own tools. For example, Claimant was required to provide many of his own tools necessary to effectively complete his job as a detailer. Claimant provided polishers, a wrench set, screwdriver set, stool, cannon towel ringer, and towels necessary to effectively perform his job. He also washed and maintained the towels at his own expense on his own time as it was necessary to effectively perform his job.

Employer failed to reimburse employees for these necessary business expenses and is therefore liable to Claimant and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

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

(Cal. Labor Code §§ 226, 1174, 1174.5, 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 the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

Wage statements also list Sangera Automotive Group as the employer, although that entity name is not registered with the California Secretary of State.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an

accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled.

Conclusion

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

Respectfully submitted,

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

Nazo Koulloukian, Esq.
Attorney for Claimant