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Attorneys for Plaintiff,
MOSES VEYU 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 SANTA CLARA

MOSES VEYU, individuals, on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

COVENANT CARE CALIFORNIA, LLC
DBA GILROY HEALTHCARE AND
REHABILITATION CENTER, a California
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: 24CV450060

REPRESENTATIVE ACTION

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

Plaintiff MOSES VEYU 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 MOSES VEYU worked as an employee for Defendant COVENANT CARE
CALIFORNIA, LLC DBA GILROY HEALTHCARE AND REHABILITATION CENTER, and

Does 1-50 (collectively “Defendant”). Defendant provides skilled nursing and rehabilitation centers. Plaintiff MOSES VEYU worked for Defendant as a certified nursing assistant on an hourly, non-exempt basis until June 11, 2024.

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 hourly nonexempt 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 pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide rest breaks; (6) failing to provide timely meal breaks; (7) failing to reimburse for required business expenses; and (8) failing to provide accurate itemized wage statements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

THE PARTIES

5. Plaintiff MOSES VEYU is a resident of the State of California and worked as a certified nursing assistant on an hourly, non-exempt basis until June 11, 2024.

6. Defendant COVENANT CARE CALIFORNIA, LLC DBA GILROY HEALTHCARE AND REHABILITATION CENTER, is a California limited liability company authorized to do

1 business and doing business in California with the capacity to sue and to be sued, and doing
2 business, in the county of Santa Clara, State of California.

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

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

15 JURISDICTION AND VENUE

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

19 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
20 the Superior Court and will be established according to proof at trial. Based on information,
21 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
22 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
23 (\$25,000).

24 11. The California Superior Court has jurisdiction in this matter because Plaintiff is a
25 resident of California and Defendant is qualified to do business in California and regularly conduct
26 business in California. Further, there is no federal question at issue as the claims herein are based
27 solely on California law.
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28. An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

29. Plaintiff, for example, was not paid for the work he did off the clock nor business related expenses.

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

Failure to Provide Rest Breaks

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

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

32. Defendant has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

33. Plaintiff and his co-workers rarely received rest periods as a result of Defendant's understaffing, requiring that they work straight through their shifts.

34. Rest periods were either less than ten minutes, not provided, interrupted or late, “on duty”, or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting

1 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
2 break policy.

3 35. Defendant chronically understaffed its facilities, failing to schedule a sufficient number
4 of employees for the ratio of patients which would allow Plaintiff and his coworkers to take rest
5 breaks.

6 36. Defendant did not authorize or permit all of its hourly employees to take at least a ten-
7 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
8 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Order. When breaks
9 were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated
10 the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations,
11 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

12 **Failure to Provide Timely Meal Breaks**

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

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

16 38. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
17 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
18 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not
19 employ an employee for a work period of more than five hours per day without providing the
20 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
21 employer shall require an employee to work during any meal... period mandated by an applicable
22 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
23 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
24 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
25 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

26 39. Although the meal period was the only break in the shift of the Plaintiff and aggrieved
27 employees received, it was frequently taken late. Meal breaks were also often short or interrupted.
28

1 40. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
2 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
3 (2) did not adequately inform and train employees about their rights to meal periods and premium
4 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
5 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
6 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
7 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
8 refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because
9 Defendant used invalid meal period waivers. Plaintiff and aggrieved employees were not paid a
10 premium payment, paid as an hour's wage when meal periods were not given to them in
11 compliance with California law. Defendant is liable for civil penalties pursuant to Cal. Labor Code
12 §2698 *et. seq.*

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

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

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

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

19 43. Here, Plaintiff and aggrieved employees used their personal cell phone for work
20 purposes such as communicating with his supervisors on his days off of work. Defendant failed to
21 pay any amount for the required use of Plaintiff and aggrieved employees' personal phones.
22 Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

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

25 (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2699 *et seq*)

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

1 45. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
2 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
3 and keep accurate records as required by §1174(d). Wage statements issued to Plaintiff and
4 aggrieved employees fail to reflect the actual hours, including overtime hours, worked by
5 employees. Wage statements also fail to state meal and rest premium wages, and reimbursements
6 for business expenses.

7 46. Such failures caused injury to Plaintiff and others, by, among other things, impeding
8 them from knowing the total hours worked and the amount of wages to which they are and were
9 entitled. Defendant knowingly and intentionally failed to list all the items described above.
10 Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

11 47. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
12 employees to sign employment-related contracts and documents, including documents that
13 contained unlawful terms of employment.

14 **FIRST CAUSE OF ACTION**

15 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

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

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

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

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

27 51. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
28 Code provisions:

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 et seq., Wage Order 5);
- b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 et seq.);
- c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 et seq.);
- d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256 and 2698 et seq.);
- e. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq.);
- f. Failure to Provide Timely Meal Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq.);
- g. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198, 2802, 2699 et seq.);
- h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2699 et seq.);

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

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

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

55. Plaintiff and the other current and former employees of Defendant is aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

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

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

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

PRAYER FOR RELIEF

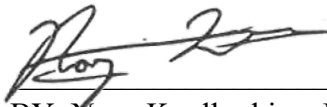
WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;

3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: October 21, 2024

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff MOSES VEYU, and all
aggrieved employees

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

August 15, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Covenant Care California, LLC
120 Vantis Drive
Aliso Viejo, CA 92656

Covenant Care California, LLC dba
Gilroy Healthcare and Rehabilitation Center
8170 Murray Avenue
Gilroy, CA 95020

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Moses Veyu
Employer: Covenant Care California, LLC dba Gilroy Healthcare and
Rehabilitation Center

Dear Sir or Madam:

Claimant Moses Veyu has retained Nazo Koulloukian, Esq. of the Koul Law Firm, APC, to represent him, and all other aggrieved employees, for wage and hour claims against his former employer, Covenant Care California, LLC dba Gilroy Healthcare and Rehabilitation Center (hereafter “Employer”). Claimant worked for Employer as a certified nursing assistant on an hourly, non-exempt basis until June 11, 2024.

Employer has violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Cal. Labor Code §2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, on behalf of the Labor and Workforce and development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Cal. Lab. Code §2699.3.

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

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order 5)

Off the Clock Hours Worked and Unpaid Overtime. Section 2(K) of Wage Order 5 defines “hours worked” as “the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so.”

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. For example, Employer would occasionally require Claimant and his coworkers to inform the incoming nurses on the patients’ conditions while being off the clock. Employer would also contact Claimant and aggrieved employees on their days and times off regarding work matters.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s practices described above, including suffering or permitting employees to work off the clock. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.

Claimant, for example, was not paid for the work he did off the clock nor business related expenses.

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

Failure to Provide Rest Breaks

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

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Claimant reports that he and his co-workers never received rest periods as a result of Employer's understaffing, requiring that they work straight through their shifts.

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

Employer chronically understaffed its facilities, failing to schedule a sufficient number of employees for the ratio of patients which would allow Claimant and his coworkers to take rest breaks.

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Order. When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated

the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Timely Meal Breaks

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

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Although the meal period was the only break in the shift of the Claimant and aggrieved employees received, it was frequently taken late. Meal breaks were also often short or interrupted.

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; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy, and/or (6) because Employer used invalid meal period waivers. 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. Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Reimburse For Required Business Expenses

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

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees used their personal cell phone for work purposes such as communicating with his supervisors on his days off of work. Employer failed to pay any amount for the required use of Claimant and aggrieved employees' personal phones. Employer is liable 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, 246, 248, 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). Wage statements issued to Claimant and aggrieved employees fail to reflect the actual hours, including overtime hours, worked by employees. Wage statements also fail to state meal and rest premium wages, and reimbursements for business expenses.

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

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents, including documents that contained unlawful terms of employment.

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,



Nazo Koulloukian, Esq.
Attorneys for Claimant