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30-2024-01445895-CU-OE-CXC - ROA # 2 - DAVID H. YAMASAKI, Clerk of the Court By S. Juarez, Deputy Clerk.

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Judge Melissa R. McCormick
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Attorneys for Plaintiff,
ADIL ZHUMAKHMET, individually, on behalf of all aggrieved employees, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

UNLIMITED CIVIL JURISDICTION

ADIL ZHUMAKHMET, individually, on behalf of all aggrieved employees, and on behalf of all others similarly situated,

Plaintiff,

v.

VOLT INFORMATION SCIENCES, INC. dba VOLT Workforce Solutions, a New York Corporation; HYUNDAI MOTOR AMERICA, a California Corporation; and; and DOES 1-10, business entities, forms unknown; DOES 11-20, individuals; and DOES 21-30, inclusive,

Defendants.

Case No.: 30-2024-01445895-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

Plaintiff's Complaint For Damages for:

1. **Failure to Pay Minimum Wages (L.C. §§ 1194, 1197, 1197.1 and Wage Order 4-2001);**
2. **Liquidated Damages for Failure to Pay Minimum Wages (L.C. § 1194.2);**
3. **Failure to Pay Overtime and Double-time Wages (L.C. §§ 204, 510, 1194, and Wage Order 4-2001);**
4. **Failure to Provide Meal Breaks (L.C. §§ 226.7, 512, and Wage Order 4-2001);**
5. **Failure to Provide Rest Breaks (L.C. § 226.7, and Wage Order 4-2001);**
6. **Failure to Reimburse Required Business Expenses (L.C. § 2802, and Wage Order 4-2001);**
7. **Failure to Provide Accurate and Itemized Wage Statements (L.C. § 226);**
8. **Failure to Timely Pay Wages Upon Termination (L.C. §§ 201, 203); and**
9. **Unfair Business Practices (Bus. & Prof. Code §§ 17200, et seq.).**
10. **Violations of Provisions of the Labor Code via the PAGA**

DEMAND FOR JURY TRIAL

Plaintiff Adil Zhumakhmet ("Plaintiff" or "Zhumakhmet"), on behalf of himself all other aggrieved employees, and all others similarly situated, hereby files this complaint against VOLT INFORMATION SCIENCES, INC. dba VOLT WORKFORCE SOLUTIONS ("VOLT"), HYUNDAI MOTOR AMERICA ("HMA"), and DOES 1-30 (collectively "Defendants"). This Complaint is brought as a Class and Representative Action. Plaintiff is informed and believes, and based thereon alleges, unless otherwise indicated, as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this class action on behalf of himself and certain other "Class Members," existing in multiple subclasses, who are or were employed by Defendants in California from the date four years prior to the filing of this Complaint through the date of trial in this action.

2. The "Class Period" is designated as the time from four years prior to the filing of this Complaint through the trial of this action based upon the allegation that the violations of the Labor Code described herein have been ongoing since at least four years prior to the date of filing of this Complaint and are continuing.

3. The Class Members consist of all non-exempt/hourly current and former employees of Defendants who work or worked for Defendants in the State of California during the Class Period.

4. By way of example, these employees hold or held job titles such as "analyst" or similar job titles. Defendant Volt operates a staffing company and employs these workers to perform various tasks, including data analysis. Defendant HMA contracted with Defendant Volt to have Plaintiff perform duties for Defendant HMA

5. Defendants failed to compensate Plaintiff and Class Members for all hours worked, including minimum wage and overtime hours.

6. Defendants failed to provide Class Members with legally mandated off-duty meal periods and rest periods, and failed to pay any premiums for these violations.

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7. Defendants failed to pay all formerly employed Class Members their compensation due at termination in a timely fashion, as required by Labor Code §§ 201-203, in part because Defendants failed to pay wages for all hours worked by each Class Member or because Defendants failed to pay wages for all overtime worked at the applicable overtime rate.

8. Defendants failed to furnish accurate and itemized wage statements showing, among other things, the total compensation due to Class Members for each pay period, in part because the wage statements provided did not reflect all hours worked, or the total compensation due for all hours worked, or meal and rest period premiums owed.

9. Defendants failed to reimburse Class Members for costs incurred during the performance of their duties for Defendants, including but not limited to internet fees, technology and office supplies used outside of the office, and cell phone bills.

10. Plaintiff alleges that these acts, which violate numerous provisions of the Labor Code and Industrial Welfare Commission Wage Order 4-2001, constitute unlawful and unfair business practices in violation of the Unfair Competition Law, Business and Professions Code §§ 17200, *et seq*.

11. Plaintiff, on behalf of himself and the Class Members, seek unpaid overtime compensation, unpaid minimum wages, reimbursement for business expenses, meal and rest break penalties, waiting time penalties, statutory penalties, restitution, declaratory and injunctive relief, attorneys' fees and costs, prejudgment interest, and other appropriate relief pursuant to Wage Order 4-2001, Labor Code §§ 201, 202, 203, 204, 218.5, 226, 226.7, 510, 558, 558.1, 1194, 1197, 1197.1, *et seq.*, and 2802, Code of Civil Procedure § 1021.5, Business and Professions Code §§ 17200, *et seq.*, and other relevant law of the State of California.

II. PARTIES, JURISDICTION, AND VENUE

12. Plaintiff, an individual, and each Class Member was or is employed by Defendants at 10550 Talbert Avenue, Fountain Valley, CA 92708, as well as other locations within the State of California, and were subject to the unlawful policies and practices described herein.

13. Plaintiff brings this action as a class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382.

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14. Plaintiff also brings this action as a Representative action on behalf of himself and all other aggrieved employees.

15. Plaintiff is informed, believes and thereupon alleges that Defendant Volt is incorporated in New York, with its principal place of business at 2401 North Glassell Street, Orange, CA 92865, and was Plaintiff's joint employer at all times relevant herein. Volt's principal business is the staffing of employees for various companies.

16. Plaintiff is informed, believes and thereupon alleges that Defendant HMA is incorporated in California, with its principal place of business at 10550 Talbert Avenue, Fountain Valley, CA 92708, and was Plaintiff's joint employer at all times relevant herein. HMA's principal business is the car business, offering cars, parts and financing to consumers.

17. Plaintiff is informed, believes, and thereupon alleges that at some point during his employment period, Volt and HMA became his employer.

18. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, associate or otherwise, of the Defendants sued herein under fictitious names Does 1 through 30, inclusive, and for that reason sues said Defendants, and each of them, by such fictitious names. Plaintiff is informed, believes, and thereupon alleges that each of the Defendant Does 1 through 30, inclusive, is and was in some manner responsible for, participated in, or contributed to the matters and things of which Plaintiff complains herein, and in some fashion, has legal responsibility therefore. When Plaintiff ascertains the names and capacities of the fictitiously named Defendant Does 1 through 30, inclusive, Plaintiff will seek leave to amend this Complaint to set forth such facts.

19. Plaintiff is informed, believes, and thereupon alleges that each Defendant is, and at all times relevant herein was, the agent of his, her, or its co-defendants, and in committing the acts alleged herein, was acting within the scope of his, her, or its authority as such agent, and with the knowledge, permission, and consent of his, her, or its co-defendants.

20. The California Superior Court has jurisdiction over this matter because Plaintiff and Defendants are citizens of, residents of, and/or domiciled in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law,

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including the Labor Code, IWC Wage Orders, Code of Civil Procedure, Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains appropriate jurisdiction over this matter.

21. Venue is proper in the Superior Court of California, County of Orange, as this Court has personal jurisdiction over Defendants pursuant to Code of Civil Procedure § 395. Plaintiff worked in and violations occurred in Orange, and the contract of employment was formed in Orange.

III. ADMINISTRATIVE PREREQUISITES

23. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA") and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

24. On September 8, 2024, prior to the filing of this complaint, Plaintiff Zhumakhmet gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. See Exhibit 1, Zhumakhmet PAGA Notice. This written notice was given via certified mail to Defendant Volt , and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff Zhumakhmet was given a LWDA case number of LWDA-CM-1050418-24.

25. On September 8, 2024, prior to the filing of the Complaint, Plaintiff Zhumakhmet gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3. See Exhibit 1, Zhumakhmet PAGA Notice. This written notice was given via certified mail to Defendant, HMA and to the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff Zhumakhmet was given a LWDA case number of LWDA-CM-1050418-24.

IV. FACTUAL ALLEGATIONS

V. *Unpaid Wages*

22. During the Class Period, Defendants failed to properly pay Plaintiff and Class Members for their time worked, including by failing to pay minimum wage, overtime and double-time.

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23. During the Class Period, Defendants failed to provide accurate wage statements to Plaintiff and Class Members, either semimonthly or at the time of each payment of wages. As a result, Defendants violated Labor Code § 226(a), and are liable for all damages and penalties provided for in Labor Codes § 226(e).

24. During the Class Period, Defendants failed to allow Plaintiff and Class Members to take duty-free uninterrupted meal and rest breaks as a result of the need to attend to Defendants requests consistently throughout the workday. Defendants further failed to provide penalty pay for these missed meal and rest breaks.

25. During the Class Period, at the time of Plaintiff and other Class Members' termination of employment, Defendants failed to pay all wages owed.

26. During the Class Period, Defendants failed and refused to reimburse Plaintiff and Class Members for all necessary business expenses incurred in the course of their employment as required by Labor Code § 2802. Such expenses included, but were not limited to, home office internet use, the use of personal cell phones to communicate with Defendants and third parties.

VI. CLASS ACTION ALLEGATIONS

27. Plaintiff brings this action on behalf of himself and all others similarly situated, as a class action pursuant to Code of Civil Procedure § 382 as to violations of the Labor Code, Business and Professions Code §§ 17200, *et seq.*, and Wage Order 4-2001 for unpaid overtime compensation, unpaid minimum wages, reimbursement for business expenses, meal and rest break penalties, waiting time penalties, statutory penalties, restitution, declaratory and injunctive relief, attorneys' fees and costs, prejudgment interest, and other appropriate relief. The similarly situated employees are known to Defendants and are readily identifiable and locatable through Defendants' own employment records.

28. The Class Members that Plaintiff seeks to represent are composed of and defined as follows:

a. All non-exempt/hourly current and former employees of Defendants who work or worked for Defendants as employees in California during the four years prior to the filing of this Complaint through the present, including workers holding job

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titles such as "Analyst" and all other non-exempt/hourly positions regardless of title (the "Class").

29. The subclasses Plaintiff will seek to certify are currently composed of and defined as follows:

a. All non-exempt/hourly current employees of Defendants who work for Defendants as employees within California during the Class Period, holding job titles such as "Analyst" and all other non-exempt/hourly positions regardless of title (hereinafter, the "Current Employee Subclass"); and

b. All non-exempt/hourly former employees of Defendants in California during the Class Period, including, by way of example only and not as an exhaustive list, employees holding job titles such as "Analyst" and all other non-exempt/hourly positions regardless of title that are no longer employed by Defendants (hereinafter, the "Former Employee Subclass").

30. The Current Employee Subclass and the Former Employee Subclass, are hereinafter collectively referred to as the "Subclasses."

31. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class or Subclasses. Plaintiff will formally designate a class definition at such time when Plaintiff seeks to certify the Class and Subclasses alleged herein.

32. **Ascertainable Class:** The proposed class and each subclass are ascertainable in that their members can be identified and located using information contained in Defendants' payroll, accounts payable records, and personnel records and by reviewing Defendants' computer records identifying Class Members whose relationships with Defendants has been severed.

33. **Numerosity:** The potential quantity of members of the Class and Subclasses as defined is so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit both the parties and this Court. The quantity of members of the Class and Subclasses is unknown to Plaintiff at this time; however, it is believed that each of the Class and Subclasses' number is more than 50 individuals, and that the total of all classes

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encompasses more than 100 unique individuals. The quantity and identity of such membership is readily ascertainable via inspection of Defendants' records.

34. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses mentioned herein because all members of the Class and Subclasses sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Class and Subclasses were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

35. **Adequacy:** Plaintiff is an adequate representative of the Class and Subclasses herein, will fairly protect the interests of the members of the Class and Subclasses, has no interests antagonistic to the members of the Class and Subclasses and will vigorously pursue this suit via attorneys who are competent, skilled, and experienced in litigating matters of this type. Class Counsel is competent in litigating wage and hour class actions and experienced in California employment litigation.

36. **Superiority:** The nature of this action and the nature of laws available to Plaintiff make the class action format a particularly efficient and appropriate procedure to afford relief to Plaintiff for the wrongs alleged herein, as follows:

a. This case involves a large corporate Defendant and a large number of individual Class Members with many relatively small claims and common issues of law and fact;

b. If each individual member of each of the Class and Subclasses was required to file an individual lawsuit, the large corporate Defendant would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Class and Subclasses with Defendants' vastly superior financial and legal resources;

c. Requiring each individual member of the Class and Subclasses to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Class and Subclasses who would be disinclined to pursue an action

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against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers and well-being;

d. Proof of a common business practice or factual pattern, which the members of the Class and Subclasses experienced, is representative of the Class and Subclasses herein and will establish the right of each of the members of the Class and Subclasses to recover on the causes of action alleged herein;

e. The prosecution of separate actions by the individual members of the Class and Subclasses, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual members of the Class and Subclasses against Defendants; and would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual members of the Class and Subclasses which would, as a practical matter, be dispositive of the interest of the other members of the Class and Subclasses who are not parties to the adjudications or which would substantially impair or impede the ability of the members of the Class and Subclasses to protect their interests;

f. The claims of the individual members of the Class and Subclasses are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses appurtenant thereto;

g. The cost to the court system of adjudication of such individualized litigation would be substantial;

h. The expenses and burden of individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, while an important public interest will be served by addressing the matter as a class action; and

i. Filing a claim with the California Labor Commission is an inferior alternative to addressing this matter as a class action, given the lack of discovery in such

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proceedings, the availability of fewer remedies, and the fact that the losing party has the right to a trial *de novo* in the Superior Court.

37. **Existence and Predominance of Common Questions of Law and Fact:** There are common questions of law and fact as to the members of the Class and Subclasses which predominate over questions affecting only individual members of the Class and Subclasses including, without limitation:

a. Whether Defendants' failure to pay overtime wages to the Class Members violates Labor Code § 204, 510, 558, and 1194 and Wage Order 4-2001;

b. Whether Defendants' failure to pay minimum wages to the Class Members violates Labor Code §§ 1194, 1197, and 1197.1 and Wage Order 4-2001;

c. Whether Defendants' failure to provide the Class Members with accurate and itemized wage statements worked violates Labor Code § 226;

d. Whether Defendants' failure to provide the Class Members with off-duty meal and rest periods violates Labor Code §§ 226.7 and 512;

e. Whether Defendants' failure to provide the Former Employee Subclass with all wages due upon separation violates Labor Code §§ 201-203;

f. Whether Defendants' failure to reimburse the Class Members for business expenses violates Labor Code Section 2802;

g. Whether Defendants' conduct constitutes unfair competition within the meaning of Business and Professions Code §§ 17200 and 17203;

h. Whether members of the Class and Subclasses are entitled to compensatory damages, and if so, the means of measuring such damages;

i. Whether the members of the Class and Subclasses are entitled to injunctive relief;

j. Whether the members of the Class and Subclasses are entitled to restitution;

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k. Whether Defendants are liable for statutory penalties pursuant to Labor Code § 2698, *et seq.*;

l. Whether Defendants are liable for pre-judgment interest; and

m. Whether Defendants are liable for attorneys' fees and costs.

38. Common questions of law and/or fact predominate over questions that affect only individual Class Members. Plaintiff's claims are typical of those belonging to the members of the Class he seeks to represent, and Plaintiff can adequately represent the Class he seeks to represent.

VII. CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF WAGE ORDER 4-2001, AND LABOR CODE §§ 1194, 1197, 1197.1

(Against All Defendants, on behalf of the Class)

39. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

40. California Labor Code §§ 1194, 1197, 1197.1 and Industrial Welfare Commission Wage Order 4-2001 entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

41. Plaintiff and the Class Members were not paid at least minimum wage at each statutory pay period for every hour worked.

42. Defendants have failed to pay minimum compensation to Plaintiff and the Class Members.

43. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and Wage Order 4-2001 for failure to pay minimum wage, Plaintiff and the Class Members are entitled to recover unpaid minimum wage compensation and interest thereon, civil penalties pursuant to California Labor Code §§ 558, 1197.1, plus attorneys' fees and costs, in an amount to be proved at trial.

SECOND CAUSE OF ACTION

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LIQUIDATED DAMAGES FOR FAILURE TO PAY MINIMUM WAGES

(Against All Defendants, on behalf of the Class)

44. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

45. Pursuant to California Labor Code § 1194.2, in any action under Section 1194 to recover wages as a result of payment less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

46. Pursuant to Wage Order 4-2001, § 4, as well as Labor Code § 1194, Plaintiff and the Class Members were not paid at least the minimum wage at each statutory pay period for every hour worked.

47. Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, plus attorneys' fees and costs, in an amount to be proved at trial.

THIRD CAUSE OF ACTION

FAILURE TO PAY OVERTIME AND DOUBLETIME WAGES IN VIOLATION OF LABOR CODE §§ 204, 510, 1194, AND WAGE ORDER 4-2001

(Against All Defendants, on behalf of the Class)

48. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

49. California Labor Code § 510 et seq. and Wage Order 4-2001 § 3 state that an employee must be paid overtime, equal to one and one-half (1 ½) times the employee's regular rate of pay, for all hours worked in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek.

50. California Labor Code § 510 et seq. and Wage Order 4-2001 § 3 also states that any work in excess of twelve (12) hours in one day or in excess of eight (8) hours on the seventh day of

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work in any one workweek shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

51. Plaintiff and the Class Members are entitled to bring a civil action to recover on claims involving failure to pay overtime pursuant to Labor Code § 1194.

52. Plaintiff and Class Members regularly worked more than forty (40) hours per week and/or eight (8) hours per day but were not paid overtime wages for such work.

53. Plaintiff and Class Members sometimes worked more than twelve (12) hours in one day and/or in excess of eight (8) hours on the seventh day of work in a workweek but were not paid twice the regular rate for such work.

54. Defendants have failed to pay overtime compensation to Plaintiff and Class Members.

55. Pursuant to California Labor Code § 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation and interest thereon, plus attorneys' fees and costs, in an amount to be proved at trial.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS IN VIOLATION OF WAGE ORDER 4-2001, § 11 AND LABOR CODE §§ 226.7, AND 512

(Against all Defendants, on behalf of the Class)

56. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

57. Pursuant to California Labor Code § 512, and Wage Order 4-2001, § 11, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.

58. California Labor Code § 226.7 provides that an employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute or order of the Industrial Welfare Commission.

59. Wage Order 4-2001, § 11 and Labor Code § 226.7 both mandate that an employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for

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each workday that the meal period is not provided.

60. Defendants did not provide Plaintiff and Class Members with required meal periods on a number of workdays. Furthermore, Defendants failed to compensate Plaintiff and Class Members one hour of pay for each workday that a meal period was not provided.

61. As a result of Defendants' conduct, Plaintiff and Class Members have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff and Class Members are entitled to recover economic and statutory damages and penalties and other appropriate relief from Defendants' violations of the California Labor Code and IWC Wage Order 4-2001.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS IN VIOLATION OF WAGE ORDER 4-2001, § 12 AND LABOR CODE § 226.7

(Against All Defendants, on behalf of the Class)

62. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

63. California Labor Code § 226.7 prohibits an employer from requiring an employee to work during any rest period mandated by an applicable Industrial Wage Order.

64. Pursuant to Wage Order 4-2001, § 12, every employer shall authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

65. If an employer fails to provide an employee with a rest period as required, the employer must pay the employee one hour of pay at the employee's regular rate of compensation for each workday that a rest period is not provided as required.

66. Defendants failed to authorize or permit Plaintiff and Class Members to take a rest period on a number of workdays. Furthermore, Defendants failed to compensate Plaintiff and Class Members one hour of pay for each workday that a rest period was not provided.

67. As a result of Defendants' conduct, Plaintiff and Class Members have sustained

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economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff and Class Members are entitled to recover economic and statutory damage and penalties and other appropriate relief from Defendants' violations of the California Labor Code and IWC Wage Order 4-2001.

SIXTH CAUSE OF ACTION

FAILURE TO REIMBURSE REQUIRED BUSINESS EXPENSES

IN VIOLATION OF LABOR CODE § 2802 AND WAGE ORDER 4-2001 § 9

(Against All Defendants, on behalf of the Class)

68. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

69. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

70. Throughout their employment with Defendants, Plaintiff and Class Members were regularly required to utilize their personal internet and cell phones throughout each workday for various tasks and communications in connection with their work. Plaintiff and the Class members were not reimbursed for mileage accrued on their personal vehicles when driving for work related purposes. Defendants failed to reimburse these expenditures incurred by Plaintiff and Class Members in direct consequence of the discharge of their duties or obedience to their directions.

71. Defendants are required by law (i.e., Labor Code section 2802) to pay for these expenses. See *Cochran v. Schwan's Home Service, Inc.*, 228 Ca.App.4th 1137 (2014) ("An employer always has to reimburse an employee for the reasonable expense of the mandatory use of a personal cell phone…").

72. In order to discharge their job duties for Defendants, Plaintiff and Class Members incurred reasonable and necessary expenses in the course of completing their duties, which were not reimbursed by Defendants.

73. Plaintiff and Class Members are entitled to reimbursement for these necessary

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expenditures, plus interest and attorneys' fee and costs, under Labor Code § 2802.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE & ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226

(Against All Defendants, on behalf of the Class)

74. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

75. Labor Code § 226 requires an employer to furnish its employees with an accurate itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by each respective individual, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

76. Therefore, pursuant to Labor Code § 226, Defendants were required to maintain accurate records pertaining to the total hours worked by Plaintiff and Class Members, including, but not limited to, the total hours worked per pay period and applicable rates of pay.

77. As a pattern and practice, Defendants did not furnish Plaintiff and Class Members with accurate itemized statements in writing showing Plaintiff and Class Members': (1) gross wages earned, (2) total hours worked, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate.

78. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not maintain accurate records pertaining to the total hours worked, including, but not limited to, beginning and ending of each work period, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

79. As a result of the Defendants' failure to provide accurate itemized wage statements, Plaintiff and Class Members suffered actual damages and harm by being unable to determine with precision their actual hours worked, and overtime worked. Thus, Plaintiff and Class Members were

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unable to assert their statutory protections to Defendants' various Labor code violations at the time the violations occurred.

80. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

81. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to penalties as follows:

b. Fifty dollars ($50.00) per employee for the initial pay period in which a violation occurs; and

c. One hundred dollars ($100.00) per employee for each violation in a subsequent pay period, not to exceed $4,000 per claimant.

82. Pursuant to Labor Code § 226(h), Plaintiff and Class Members are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, and to an award of costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES UPON TERMINATION;

WAITING TIME PENALTIES

(CAL. LAB. CODE §§ 201, 203)

(Against All Defendants, on behalf of the Former Employee Subclass)

83. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

84. Labor Code section 201 requires that an employer pay all wages due to an employee immediately upon termination. Defendants willfully failed to pay Zhumakhmet and the Former Employee Subclass all wages due at the time of their termination or any time thereafter. To date, Defendants still have not paid Zhumakhmet and the Former Employee Subclass all wages they earned during their employment. Zhumakhmet and the Former Employee Subclass are still owed unpaid overtime wages, unpaid minimum wages, and unpaid meal and rest period premiums.

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85. Labor Code section 203 provides that it is unlawful for an employer to willfully fail to pay an employee all wages due in accordance with Labor Code section 201.

86. If an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code section 201, any wages of an employee who is terminated, the wages of such employee shall continue as a penalty from the date due thereof at the same rate until paid or until an action thereafter is commenced; but such wages shall not continue for more than thirty days.

87. Defendants willfully violated Zhumakhmet's and the Former Employee Subclass' right to payment of all wages due in accordance with Labor Code sections 201. As a proximate result of Defendants' violations of law as described herein, Zhumakhmet and the Former Employee Subclass, are entitled to penalties under Labor Code section 203 in the sum of thirty days' pay.

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATON OF

BUS. & PROF. CODE §§ 17200, ET SEQ.

(Against All Defendants, on behalf of the Class)

88. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

89. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

90. Business and Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the Unfair Competition Law.

91. Defendants have committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200, *et seq.* By failing to pay Zhumakhmet and the Class Members overtime wages, double-time wages, and minimum wages, to provide meal and rest breaks, to furnish timely and accurate wage statements., and to reimburse business expenses.

92. The above-described unlawful actions of such Defendants constitute false, unfair,

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fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code §§ 17200, *et seq*.

93. Plaintiff and the Class Members are entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public as a representative of all others subject to Defendants' unlawful acts and practices.

94. As a result of their unlawful acts, such Defendants have reaped and continue to reap unfair benefits at the expense of Plaintiff, the Class Members, and the general public.

95. Defendants should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff and the Class Members the wrongfully withheld wages, pursuant to Business and Professions Code § 17200, *et seq*. Plaintiff and the Class Members are informed and believe, and thereupon allege, Defendants are unjustly enriched because of their failure to pay overtime wages, double-time wages, and minimum wages, to provide meal and rest breaks, to furnish timely and accurate wage statements, and to reimburse for business expenses.

96. Plaintiff and Class Members are informed and believe, and thereupon allege, that Plaintiff and the Class Members are severely prejudiced by Defendants' unfair trade practices.

97. As a direct and proximate result of the unfair business practices of Defendants, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to equitable and injunctive relief, including full restitution, disgorgement, and/or specific performance of payment of all wages and pay that have been unlawfully withheld from Plaintiff and Class Members as a result of the business acts and practices described herein and enjoining Defendants to cease and desist from engaging in the practices described herein.

NINTH CAUSE OF ACTION

Representative Claim for PAGA Penalties Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 226.8, 246, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 2698 et seq.,

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2750.3, 2802 and Applicable Wage Orders

(Against All Defendants, on behalf of the Class)

98. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

99. Plaintiff has sent his written notice to the LWDA and Defendants of the specific sections of the California Labor Code Defendants violated and continue to violate.

100. Plaintiff is entitled to pursue claims and remedies as authorized by PAGA.

101. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

102. Plaintiff seeks to recover penalties pursuant to the PAGA from the Defendants for any violations of the foregoing Labor Codes.

103. Plaintiff is an "aggrieved employees" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against Plaintiff, and therefore he is properly suited to represent the interests of other current and former Represented Employees.

104. Labor Code section 2699, et seq., imposes upon Defendants, and each of them, penalties for violating Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 226.8, 246, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 2698 et seq., 2750.3, 2802 and Applicable Wage Orders.

105. Plaintiff seeks penalties for Defendants' conduct as alleged herein as permitted by law for every Labor Code provision currently on the books, all statutes of which are incorporated herein by reference as though set forth in full.

106. Pursuant to Labor Code § 2698, *et seq.,* Labor Code section 2698, et seq., Plaintiff seeks to recover attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other current and former Represented Employees as alleged herein all in an amount to be shown according to proof at

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trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, other aggrieved employees, and the Class Members pray as follows:

1. For certification of Plaintiff's claims as a class action, pursuant to Code of Civ. Proc. § 382, on behalf of the proposed class, and certification of each of the classes specified herein;

2. For class notice to all Class Members who worked for Defendants in the State of California from four years prior to the filing of this Complaint through the date of trial in this action;

3. That the Court declare that Defendants' policy and/or practice of failing to pay wages to Plaintiff and the Class Members for all hours worked violates Labor Code §§ 204, 510, 558, 1194, and 1197;

4. That the Court declare that Defendants' policy and/or practice of failing to provide uninterrupted meal periods violates Labor Code §§ 226.7 and 512 and Wage Order 4-2001 § 11 by failing to provide Plaintiff and the Class Members a meal period of at least one half hour in which they were relieved of all duties for every five hours of work;

5. That the Court declare that Defendants' policy and/or practice of failing to provide uninterrupted rest periods violates Labor Code § 226.7 and Wage Order 4-2001 § 12 by failing to provide Plaintiffs and the Class Members a rest period of at least ten minutes for every four hours of work or major fraction thereof;

6. That the Court declare that Defendants' failure to reimburse business expenses violate Labor Code § 2802;

7. That the Court declare that, as to the Class Members that are former employees of Defendants, Defendants have violated Labor Code §§ 201-203 by willfully failing to pay compensation due at the time of termination of employment or within 72 hours thereafter;

8. That the Court declare that Defendants' policy and/or practice of failing to furnish accurate and itemized wage statements violates Labor Code § 226;

9. That the Court declare that Defendants' above-mentioned policies and/or practices violate Bus. & Prof. Code §§ 17200, *et seq.* and Labor Code § 2698 *et seq.* as to Plaintiff and the Class

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Members;

10. For an order preliminarily and permanently enjoining Defendants from engaging in the practices alleged herein;

11. An award of damages in the amount of unpaid wages (including overtime compensation, double-time compensation, and unpaid minimum wage compensation), and liquidated damages thereon, interest, and penalties subject to proof at trial for Plaintiff and all Class Members;

12. An award of general and special damages for unpaid amounts under the terms of the written contract between the parties, subject to proof at trial;

13. An award of one (1) hour of additional pay at the regular rate of compensation for each workday that meal periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order 4-2001, § 11 and interest thereon for Plaintiff and Class Members;

14. An award of one (1) hour of additional pay at the regular rate of compensation for each workday that rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order 4-2001, § 12 and interest thereon for Plaintiff and Class Members;

15. An award of damages for Defendants' failure to provide accurate itemized wage statements, pursuant to California Labor Code § 226(a) for Plaintiff and Class Members;

16. An award of 30 days wages in the form on waiting time penalties pursuant to California Labor Code §§ 201, 203 for Plaintiff and Class Members who no longer work for Defendants.

17. An award of damages for Defendants' failure to reimburse business expenses, pursuant to California Labor Code § 226(a) for Plaintiff and Class Members;

18. For an order that Defendants make restitution to Plaintiff and Class Members due to their unlawful business practices as described herein pursuant to California Business and Professions Code §§ 17200-17205;

19. For costs of suit, including attorney fees under any applicable statutory or contractual basis, including California Civil Procedure Code § 1021.5, California Labor Code §§ 226, 226.7, 1194, 2699(g)(1); and for prejudgment interest under Civil Code §§ 3288, 3291 and Code of Civil Procedure § 998, and any other applicable statutory, or contractual basis;

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20. For all remedies available to the Plaintiffs under the applicable provisions of the Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.* including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law; and

21. For such other and further relief that the Court may deem just and proper.

Respectfully submitted,

Dated: December 9, 2024

INFINITY LAW GROUP LLP

By:_____
Ilya Filmus
Attorneys for Plaintiff Adil Zhumakhmet

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury of this action.

Respectfully submitted,

Dated: December 9, 2024

INFINITY LAW GROUP LLP

By:_____
Ilya Filmus
Attorneys for Plaintiff Adil Zhumakhmet

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EXHIBIT 1

INFINITY LAW GROUP

September 9, 2024

VIA CERTIFIED MAIL AND ONLINE SUBMISSION TO THE LWDA
Labor & Workforce Development Agency
By Online Submission

Volt Information Sciences, Inc. (aka Volt Workforce Solutions)
Attn. Sarai Marin, Agent for Service of Process
330 N. Brand Blvd.
Glendale, CA 91203

Hyundai Motor America
Attn. Kaci Ransom, Agent for Service of Process
2710 Gateway Oaks Drive
Sacramento, CA 95833

RE: ADIL ZHUMAKHMET V. VOLT INFORMATION SCIENCES AND HYUNDAI MOTOR AMERICA

Dear PAGA Administrator:

Infinity Law Group LLP represents Mr. Adil Zhumakhmet in respect to matters arising out of his joint employment with Volt Information Sciences, Inc. (aka Volt Workforce Solutions) ("Volt") and Hyundai Motor America ("HMA"), and as appropriate, any of their parent companies, subsidiaries, or affiliates (hereinafter, "RESPONDENTS"). All further questions, inquiries, or other communications about this matter should be directed to this firm.

This letter provides notice to RESPONDENTS on behalf of Mr. Zhumakhmet and similarly situated employees, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2699.3. Mr. Zhumakhmet is an "aggrieved employee" as defined by Labor Code section 2698 et seq., due to the RESPONDENTS' numerous violations of the Labor Code, including Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 226.8, 246, 248.5, 256, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 2698 et seq., 2750.3, 2802, as well as the provisions of the IWC Wage Orders which pertain to the payment of compensation for all hours worked, payment of daily, weekly, and seventh-day overtime compensation, payment of minimum and double-time compensation, and payment of all expense reimbursement due during employment and upon separation of employment; the maintenance of accurate records of hours worked, the provision of legally compliant meal and rest periods; provision of sick leave; the timely payment of wages during employment and upon termination; and itemized pay statement requirements.[1] As a result of these violations, Mr. Zhumakhmet is entitled to damages, interest, penalties, attorneys' fees, costs, and any other relief available under California law, including PAGA.

[1] For purposes of this letter, "Aggrieved Employees" should be considered to include all non-exempt employees, including employees misclassified as exempt or independent contractors, of RESPONDENTS who have worked for RESPONDENTS during the year preceding Mr. Zhumakhmet's termination on September 27, 2023.

This notice is being provided via electronic submission to the California Labor & Workforce Agency ("LWDA") and to RESPONDENTS via certified mail to their addresses for their registered agent for service of process.

Based on the below summary of the facts and legal theories upon which Mr. Zhumakhmet bases his claims, he requests that the LWDA regard this letter as written notice pursuant to California Labor Code section 2699.3 of his intent to seek civil penalties against RESPONDENTS and any parent companies, subsidiaries or affiliates identified as co-defendants prior to and during litigation of this matter.

I. FACTS

a. Background

Mr. Zhumakhmet is informed, believes, and thereupon alleges that at all relevant times, respondent employer Volt was a New York corporation with its principal place at 2400 Meadowbrook Parkway, Duluth, GA 30096. According to Volt's website, it employs over 35,000 employees and is located throughout the United States. Respondent employer HMA was a California corporation with a principal address of 10550 Talbert Avenue, Fountain Valley, CA 92708. Volt and HMA were each of them Mr. Zhumakhmet's joint employers at all times relevant herein.

b. Background on Mr. Zhumakhmet

Mr. Zhumakhmet began working for RESPONDENTS in September 2023 earning $50/hour as a Business Analyst. Although Volt provided human resources functions to Mr. Zhumakhmet, his day-to-day work activities were supervised by his manager, Charlie Liu, who provided day to day instructions, including scheduling, and who also informed Mr. Zhumakhmet that overtime was not permitted or paid as a matter of practice, despite HMA's written overtime policy, which states: "Any Over Time hours must be pre-approved by your Hyundai/Genesis manager (Over Time hours are incurred when you work over 8 reg. hours in a day or over 40 hours in a week)." Mr. Zhumakhmet's colleagues were required to follow the same HMA policies, including those pertaining to overtime.

Mr. Zhumakhmet worked from the HMA office located at 10550 Talbert Avenue, Fountain Valley, California, Monday through Wednesday, working from home both Thursday and Friday—a schedule that was set by Volt and HMA. Mr. Zhumakhmet was scheduled to begin each day at 9:00 AM and end each day at 5:30 PM. At times, however, Mr. Zhumakhmet arrived early to begin work and stayed late to complete tasks that he was directed to complete within strict timeframes, sometimes until as late as 7:00 PM. On these days Mr. Zhumakhmet's timecard did not accurately reflect his time worked.

Defendants knew that Mr. Zhumakhmet's time records did not accurately reflect the time that he worked. Defendants knew that Mr. Zhumakhmet was not paid for all of the time he worked nor for his missed meal or rest periods. For example, Mr. Zhumakhmet would often miss large portions of his meal and rest periods because he was interrupted to address work issues by his manager. Volt specifically edited Mr. Zhumakhmet's first timecard because it did not contain meal breaks, and, when they added meal breaks, his time was unilaterally reduced to 36 hours instead of reflecting the 40 hours he actually worked. Mr. Zhumakhmet complained about this unilateral edit and, after a number of discussions, Volt agreed to pay him for the 40 hours he worked. After this incident and exchange, Mr. Zhumakhmet started to enter

meal periods into his timecard regardless of whether he took a meal period—a directive he followed regardless of whether the entry was accurate or not.

Meanwhile, Mr. Zhumakhmet used his own cell phone for work purposes and, while working from a computer provided by HMA at home, used his own keyboard, mouse, monitor. Although Mr. Zhumakhmet asked for these necessary work supplies from Hyundai—including requests to his supervisor, IT, and the helpdesk—his requests were denied, as he was informed that HMA workers contracted through Volt were not provided such equipment. Mr. Zhumakhmet did not receive any reimbursement for these necessary business expenses incurred during his tenure.

The foregoing facts result in the following Labor Code violations, each subject to the Private Attorneys General Act.

II. LABOR CODE VIOLATIONS

A. Failure to Pay Minimum, Overtime or Double-time Wages

Mr. Zhumakhmet and Aggrieved Employees regularly worked or continue to work in excess of eight (8) or twelve (12) hours per day and/or forty (40) hours per workweek and/or on the seventh consecutive day in a given workweek, but RESPONDENTS , as a matter of policy, failed and fail to pay all applicable overtime or double-time compensation for all hours actually worked by employees as required by Labor Code §§ 204, 510, 1194, 1194.2 and Industrial Welfare Commission Wage Order 4-2001 ("Wage Order 4-2001"), § 3 and Industrial Welfare Commission Wage Order 16-2001 ("Wage Order 16-2001"), § 3. RESPONDENTS simply did not pay proper overtime and double-time rates for these premium hours worked.

B. Failure to Pay Wages Due Upon Termination

As RESPONDENTS failed to pay all wages due, including all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, upon termination of the employment relationship with Mr. Zhumakhmet and Aggrieved Employees, RESPONDENTS also willfully failed to pay Mr. Zhumakhmet and Aggrieved Employees all wages earned and owed in violation of California Labor Code §§ 201 and 202. Pursuant to § 203 of the Labor Code, Mr. Zhumakhmet and Aggrieved Employees are now also entitled to recover up to thirty (30) days of wages due to RESPONDENTS willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

C. Failure to Provide Meal Breaks

RESPONDENTS failed and continue to fail to maintain a policy that provides Aggrieved Employees with off-duty meal periods as required by California law. Aggrieved Employees regularly work or worked in excess of five (5) hours a day and at times in excess of ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, Wage Order 4-2001, § 11, and Wage Order 16-2001, § 10. RESPONDENTS failed and continue to fail to pay Aggrieved Employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods.

D. Failure to Provide Rest Breaks

RESPONDENTS failed and continue to fail to maintain a policy that provides Aggrieved Employees with off-duty rest periods as required by California law. Aggrieved Employees regularly work in excess of four hours or a major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Wage Order 4-2001, § 12, and Wage Order 16-2001, § 11. When they were provided with a rest break, they were interrupted and not permitted to leave the work premises, thus resulting in an impermissible on-duty rest period. RESPONDENTS failed and continue to fail to pay Aggrieved Employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods.

E. Failure to Furnish Accurate Itemized Wage Statements

RESPONDENTS failed to issue accurate and complete wage statements to Mr. Zhumakhmet and Aggrieved Employees. As Mr. Zhumakhmet and Aggrieved Employees were not paid all wages due for all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, as discussed above, the wage statements fail to set forth all gross wages earned, in violation of Labor Code § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

Moreover, and independent of the above allegations, RESPONDENTS have violated and continue to violate California Labor Code § 226(a) by willfully failing to furnish Mr. Zhumakhmet and Aggrieved Employees with accurate, itemized wage statements showing the actual hours worked on a daily basis and properly distinguishing overtime from non-overtime work, in violation of Labor Code § 226(a)(2) and (a)(9), respectively.

F. Failure to Pay All Wages in a Timely Fashion

RESPONDENTS consistently failed and continue to fail to pay Mr. Zhumakhmet and Aggrieved Employees all wages earned and owed within the time periods specified in Labor Code §§ 204(d) and 210 twice each calendar month on the regular paydays, including, but not limited to, overtime wages, minimum wages, wages for missed meal periods, and wages for missed rest periods.

G. Failure to Keep Accurate Payroll Records of Daily Hours Worked

RESPONDENTS failed and continue to fail to maintain adequate payroll and time-clock records showing the total hours worked daily and wages paid to employees in violation of Labor Code § 1174.

H. Failure to Reimburse Business Expenses

RESPONDENTS failed and continue to fail to reimburse their employees for necessary expenses incurred as a direct consequence of their job duties, as required by California Labor Code § 2802.

III. CONCLUSION

RESPONDENTS ’s violations were extensive, voluminous, and not subject to simple itemization. As in the ordinary course, it is understood that additional legal implications of the above violations under the California Labor Code and/or applicable Wage Orders are evident from or derivative from the facts referenced in this letter or the circumstances of Mr. Zhumakhmet’s employment. It is the intention of Mr. Zhumakhmet to pursue penalties and other available relief in connection with all such claims regardless of whether specifically itemized here.

As a result of the foregoing violations, RESPONDENTS are liable for civil penalties, including but not limited to those available pursuant to California Labor Code §§ 210, 226.3, 558, 1174.5, 2698 and 2802 et seq. Pending a full investigation, any later discovered violations may also be subject to our enforcement.

This notice is provided pursuant to Labor Code section 2699.3 and hereby provides the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate. We respectfully request a timely response as to the LWDA’s decision(s), as required by Labor Code section 2699.3. In view of the duties imposed on your agency and this office by the statutes cited above, please be advised we will advance our calendars sixty-five (65) days from the date of this letter.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.

Thank you for your attention to this matter.

Sincerely,



Ilya Filmus
Infinity Law Group LLP