

ELECTRONICALLY FILED
Superior Court of California
County of Marin
01/02/2025

James M. Kim, Clerk of the Court
By: D. Harrison, Deputy

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Attorneys for Plaintiff,
JOSEPH SALINAS 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 MARIN

JOSEPH SALINAS, an individual, on behalf of) Case No.: CV0004966
himself, all aggrieved employees, and the State)
of California as a Private Attorneys General,)

Plaintiff,

vs.

REPRESENTATIVE ACTION

NBR TOMATINA LLC, a California limited
liability company, and DOES 1-50, inclusive,

Defendant.

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

Plaintiff JOSEPH SALINAS 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 JOSEPH SALINAS worked as an employee for Defendant NBR TOMATINA
LLC and Does 1-50 (collectively “Defendant”). Defendant owns and operates restaurants. Plaintiff
JOSEPH SALINAS currently works for Defendant as a server on an hourly, non-exempt basis.

1 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal.
2 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
3 employees of Defendant within one year of serving notice on the LWDA to the present are
4 aggrieved employees.

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

14 3. Defendant has had a consistent policy and/or practice of: (1) failing to provide rest
15 breaks; (2) failing to provide suitable resting facilities; (3) failing to provide suitable seating; and
16 (4) issuing unlawful employment documents. Defendant is therefore liable for civil penalties under
17 the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698
18 *et seq.*, as described more fully herein.

19 THE PARTIES

20 4. Plaintiff JOSEPH SALINAS is a resident of the State of California and currently works
21 for Defendant as a server on an hourly, non-exempt basis.

22 5. Defendant NBR TOMATINA LLC is a California limited liability company authorized
23 to do business and doing business in California with the capacity to sue and to be sued, and doing
24 business, in the county of Marin, State of California.

25 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
26 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
27 informed and believes and thereon alleges that said Defendant is legally responsible for the
28

wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff will amend this complaint when their true names and capabilities are ascertained.

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

JURISDICTION AND VENUE

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

9. The statutory penalties sought by Plaintiff 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).

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

PAGA REPRESENTATIVE ACTION ALLEGATIONS

11. 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.

12. This representative action represents over fifty current and former aggrieved employees.

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

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

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

9 **Failure to Provide Rest Breaks**

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

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

12 17. Defendant failed to maintain a compliant rest period policy and practice that provides
13 its employees with off-duty rest periods as required by California law. Plaintiff reports that
14 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
15 and that rest breaks were not scheduled into daily shifts.

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

26 19. The rest period requirement obligates employers to permit and authorize employees to
27 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
28

1 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
2 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's
3 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
4 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC
5 Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance
6 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
7 pay at the employee's regular rate of compensation for each work day that the rest period is not
8 provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable
9 rest area. (*Id.* at 268) (relying on January 3, 1986, and February 22, 2002, DLSE Letters wherein
10 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
11 rest area and cannot include time it takes to get to and from the rest area). The employer must show
12 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
13 what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest
14 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
15 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to
16 clearly communicate the authorization and permission [to take rest periods] to their employees.").

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

23 **Failure to Provide Suitable Resting Facilities**

24 (Cal. Labor Code §§ 226.7, 1198, 2698 *et seq.*)

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

27 22. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
28 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities

1 shall be provided in an area separate from the toilet rooms and shall be available to employees
2 during work hours.”

3 23. Defendant’s locations/facilities are generally similar in layout and design, and there
4 was, and continue to be, space that allows for a resting facility that employees may use to cease
5 work and recover during meal or rest periods. Defendant could have provided employees with a
6 resting facility within the facilities/locations with reasonable or no modification, but instead denied
7 and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result,
8 employees were forced to adjust to areas not conducive to resting. In this case, Defendant failed
9 to provide its employees with a breakroom or any compliant resting facilities.

10 24. Defendant did not provide employees with suitable resting facilities during their hours
11 of work, particularly during meal and/or rest periods. Defendant’s failure to provide suitable
12 resting facilities to aggrieved employees violated and continues to violate the applicable Wage
13 Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

14 **Failure To Provide Suitable Seating**

15 (Lab. Code section 1198 and Wage Orders)

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

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

20 27. The Wage Orders provide that:

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

23 B. When employees are not engaged in the active duties of their
24 employment and the nature of the work requires standing, an adequate number
25 of suitable seats shall be placed in reasonable proximity to the work area and
26 employees shall be permitted to use such seats when it does not interfere with
27 the performance of their duties.
28

28. Plaintiff reports that he and his coworkers were never provided with opportunities to sit down when they were not engaged in duties that required standing nor were they provided with suitable seats when the nature of a specific duty permitted them to be seated.

29. At all relevant times, Defendant failed to provide Plaintiff and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. Plaintiff 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, nor with rest breaks and suitable resting facility. Accordingly, Plaintiff, 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 Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2698 *et seq*)

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

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

32. The statements provided to Plaintiff and aggrieved employees, and records maintained by Defendant, have not accurately reflected actual wages owed, including pay rest period premium wages.

33.

34. §226 (a) requires:

A. 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...

35. Such failures called injury to Plaintiff 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. Defendant knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

36. Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

FIRST CAUSE OF ACTION

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

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

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

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

1 39. 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 40. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
5 Code provisions:

- 6 a. Failure to Provide Rest Breaks (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198,
7 2698 *et seq.*);
- 8 b. Failure to Provide Suitable Resting Facilities (Cal. Labor Code §§ 226.7, 1198,
9 2698 *et seq.*);
- 10 c. Failure to Provide Suitable Seating (Cal. Labor Code §§ 1198 and Wage Orders);
- 11 d. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
12 Keeping Requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2699 *et*
13 *seq.*);

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

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

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

27 44. Plaintiff and the other current and former employees of Defendant are aggrieved
28 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.

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

46. 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.

47. 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;

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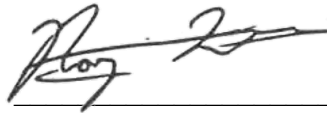
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- 1 4. Pre-judgement and post-judgement interest as provided by law; and
2 5. Such other and further relief that the Court may deem just and proper.
3

4 DATED: January 2, 2025

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff JOSEPH SALINAS, and all
aggrieved employees
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October 25, 2024

Via E-filing:

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

Via Certified U.S. Mail:

NBR Tomatina LLC
150 Pelican Way
San Rafael, CA 94901

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Joseph Salinas
Employer: NBR Tomatina LLC

Dear Sir or Madam:

Claimant Joseph Salinas 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, NBR Tomatina LLC (hereafter “Employer”). Claimant currently works for Employer as a server on an hourly, non-exempt basis.

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 Provide Rest Breaks

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

Employer 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 employees frequently missed rest periods as a result of Employer’s staffing and business practices, and that rest breaks were not scheduled into daily 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.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986, and February 22, 2002, DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

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 Orders. 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 Suitable Resting Facilities

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

Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: “Suitable resting facilities

shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

Employer’s locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. Employer could have provided employees with a resting facility within the facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a breakroom). As a result, employees were forced to adjust to areas not conducive to resting. In this case, Employer failed to provide its employees with a breakroom or any compliant resting facilities.

Employer did not provide employees with suitable resting facilities during their hours of work, particularly during meal and/or rest periods. Employer’s failure to provide suitable resting facilities to aggrieved employees violated and continues to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

Failure To Provide Suitable Seating

(Lab. Code section 1198 and Wage Orders)

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 Orders provide 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.

Claimant reports that he and his coworkers were never provided with opportunities to sit down when they were not engaged in duties that required standing nor were they provided with suitable seats when the nature of a specific duty permitted them to be seated.

At all relevant times, Employer failed to provide Claimant and aggrieved employees with suitable seating during their employment as required by section 12 of the applicable Wage Order. 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, nor with rest breaks and suitable resting facility. 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 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).

The statements provided to Claimant and aggrieved employees, and records maintained by Employer, have not accurately reflected actual wages owed, including pay rest period premium wages.

§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 total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq*.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform 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.
Attorneys for Claimant