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Attorneys for Plaintiff,
CHRISTIAN PREDAS 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 LOS ANGELES

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

Plaintiff,

vs.

GOLDEN HAVEN CARE CENTER, LLC, a
California limited liability company,
GLEN Oaks CONVALESCENT HOSPITAL,
a California limited partnership and DOES 1-
50, inclusive,

Defendant.

Case No.: **24STCV33698**

REPRESENTATIVE ACTION

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

Plaintiff CHRISTIAN PREDAS 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 CHRISTIAN PREDAS worked as an employee for Defendant GOLDEN HAVEN CARE CENTER, LLC and GLENOAKS CONVALESCENT HOSPITAL and Does 1-50 (collectively “Defendant”). Defendant provides non-acute medical and skilled nursing care services. Plaintiff CHRISTIAN PREDAS worked for Defendant as a Charge Nurse in September of 2023 and later began working as an Infection Preventionist Nurse until July 26, 2024. At all times, Plaintiff worked on an hourly, non-exempt basis.

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

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

4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3) failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide rest breaks; (6) failing to provide timely meal breaks; (7) failing to reimburse for required business expenses; (8) failing to provide accurate itemized wage statements and violating record keeping requirements. Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

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THE PARTIES

5. Plaintiff CHRISTIAN PREDAS is a resident of the State of California and worked for Defendant as a Charge Nurse in September of 2023 and later began working as an Infection Preventionist Nurse until July 26, 2024.

6. Defendant GOLDEN HAVEN CARE CENTER, LLC, is a California limited liability company authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

7. Defendant GLENOAKS CONVALESCENT HOSPITAL, is a California limited partnership authorized to do business and doing business in California with the capacity to sue and to be sued, and doing business, in the county of Los Angeles, State of California.

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

9. 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 Defendant, 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

10. 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.

11. 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,

1 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
2 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
3 (\$25,000).

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

8 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

12 14. This representative action represents over one hundred current and former aggrieved
13 employees.

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

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

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

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

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

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

26 19. The Wage Orders define "hours worked" as "the time during which an employee is
27 subject to the control of an employer, and including all the time the employee is suffered or
28 permitted to work, whether or not required to do so." Defendant has been engaged in many

1 unlawful employment practices which resulted in underpayment for hours worked each pay period,
2 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
3 the required minimum wage for all hours worked and has failed to pay all wages owed twice per
4 month.

5 20. Plaintiff and aggrieved employees have been employed under conditions prohibited by
6 the wage order, and thus Defendant has also violated §§1198 and 1199. Defendant is liable for
7 civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

8 21. Off-the-Clock Hours Worked. Plaintiff and aggrieved employees frequently worked
9 off the clock and were routinely subjected to periods wherein they were under the Defendant's
10 control but not compensated for their time. For example, Defendant would often contact Plaintiff
11 to discuss work when he was off-the-clock.

12 22. Work Performed During Unpaid Meal Periods. As more fully set forth below,
13 Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of "not less
14 than 30 minutes" for each five consecutive hours of work in violation of Labor Code §§226.7 and
15 512. For example, whenever Plaintiff was provided with a second meal break, he was required to
16 clock out for his meal break but keep working. Meal periods were also frequently interrupted with
17 work. Plaintiff observed these same violations among his coworkers.

18 **Failure to Pay All Wages Owed Twice Per Month**
19 (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

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

22 24. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
23 twice during each calendar month pursuant to Labor Code §204(a).

24 25. Defendant failed to pay all wages earned to employees as a result of the unlawful
25 employment policies and practices discussed herein. As a result of these practices, employees were
26 underpaid for hours worked, including overtime and penalty wages, and this underpayment
27 resulted in a failure to pay all wages owed twice per month.
28

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

3 **Failure to Pay Minimum Wage**

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

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

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

11 29. Defendant failed to pay Plaintiff and aggrieved employees for all hours worked as a
12 result of Defendant's practices described herein. Based on Defendant's unlawful conduct
13 described herein, and because Plaintiff and the aggrieved employees were paid at or near minimum
14 wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of
15 less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199
16 and the Wage Orders. Defendant is liable for civil penalties pursuant to Labor Code §§558 and
17 2699 *et seq*

18 **Failure to Pay Wages Due Upon Termination**

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

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

22 31. An employee who is discharged must be paid all of his or her wages, including accrued
23 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
24 forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to
25 Plaintiff at the time employment terminated.

26 32. Defendant willfully failed to pay employees who are no longer employed by it all
27 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
28 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days' pay

1 as waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant
2 to Cal. Lab. Code § 2698 *et. seq.*

3 **Failure to Provide Rest Breaks**

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

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

7 34. Defendant failed to maintain a compliant rest period policy and practice that provides
8 its employees with off-duty rest periods as required by California law. Plaintiff reports that
9 employees frequently missed rest periods as a result of Defendant's staffing and business practices,
10 and that rest breaks were not scheduled into daily shifts. For example, rather than taking a rest
11 break, Plaintiff and aggrieved employee were often required to continue working due to the press
12 of work.

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

23 36. The rest period requirement obligates employers to permit and authorize employees to
24 take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish
25 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
26 Cal.5th 257, 269. Defendant must pay employees an additional hour of wages at the employee's
27 regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted
28 rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC

1 Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance
2 with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of
3 pay at the employee’s regular rate of compensation for each work day that the rest period is not
4 provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable
5 rest area. (*Id.* at 268) (relying on January 3, 1986, and February 22, 2002, DLSE Letters wherein
6 the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a
7 rest area and cannot include time it takes to get to and from the rest area). The employer must show
8 that it clearly articulates the right to a net ten minutes, which means it must clearly communicate
9 what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest
10 area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v.*
11 *Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to
12 clearly communicate the authorization and permission [to take rest periods] to their employees.”).

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

19 38. Rest break- Walk time. Rest breaks were missed daily. However, even when rest breaks
20 were provided, they were consistently under 10 minutes because employees were required to return
21 back to their workstations within 10 minutes. However, the break facility was located at varying
22 distances from Plaintiff and aggrieved employees workspaces and Defendant did not take walk
23 time into account when relieving employees for rest breaks, requiring that they return to their
24 workstation within 10 minutes.

25 **Failure to Provide Timely Meal Breaks**

26 Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

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

1 40. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
2 period of more than five hours per day without providing the employee with a meal period of not
3 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
4 to work during any meal... period mandated by an applicable order of the Industrial Welfare
5 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
6 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
7 duty’ meal period and counted as time worked.”

8 41. Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
9 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
10 §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or aggrieved employees for
11 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
12 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
13 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
14 Cal. Labor Code §558 and §2698 *et. Seq.*

15 42. Although the meal period was the only break in the shift Plaintiff and aggrieved
16 employees received, it was frequently taken up to 2-3 hours late. Additionally, Plaintiff and his
17 coworkers were sometimes required to clock out for meal breaks but continue working, especially
18 for second meal breaks.

19 43. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
20 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
21 (2) did not adequately inform and train employees about their rights to meal periods and premium
22 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
23 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
24 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
25 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
26 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
27 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
28

1 Employees were not paid a premium payment, paid as an hour's wage when meal periods were
2 not given to them in compliance with California law.

3 **Failure to Reimburse for Required Business Expenses**

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

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

7 45. Labor Code §2802 requires employers to indemnify employees for necessary
8 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
9 Plaintiff and aggrieved employees used their personal cell phone and other supplies for work
10 purposes. Defendant failed to pay any amount for the required use of Plaintiff and aggrieved
11 employees' business-related expenses. Defendant is liable for civil penalties pursuant to Cal. Labor
12 Code §2698 *et. seq.*

13 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**
14 **Requirements**

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

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

18 47. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
19 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
20 and keep accurate records as required by §1174(d). Wage statements issued to Plaintiff and
21 aggrieved employees fail to reflect the actual hours, including overtime hours, worked by
22 employees. Wage statements also fail to state meal and rest premium wages, and reimbursements
23 for business expenses.

24 48. Such failures caused injury to Plaintiff and others, by, among other things, impeding
25 them from knowing the total hours worked and the amount of wages to which they are and were
26 entitled. Defendant knowingly and intentionally failed to list all the items described above.
27 Defendant is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*
28

1 49. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
2 employees to sign employment-related contracts and documents, including documents that
3 contained unlawful terms of employment.

4 **FIRST CAUSE OF ACTION**

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

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

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

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

14 52. Plaintiff seeks to recover the PAGA civil penalties through a representative action
15 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
16 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

17 53. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
18 Code provisions:

- 19 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
20 Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order
21 5);
- 22 b. Failure to Pay All Wages Owed Twice Per Month (Cal. Lab. Code §§204, 210, and
23 2698 *et seq.*);
- 24 c. Failure to Pay Minimum Wage (Cal. Labor Code §§ 200, 218.5, 226, 558, 1194,
25 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 26 d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256
27 and 2698 *et seq.*)
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- e. Failure to Provide First, Second and Third Rest Breaks (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*);
- f. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks (Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, 2699 *et seq.*);
- g. Failure to Reimburse for Required Business Expenses (Cal. Lab. Code §§1198, 2802, 2699 *et seq.*);
- h. Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements (Cal. Labor Code §§ 226, 246, 248, 1174, 1174.5, 2699 *et seq.*);

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

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

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

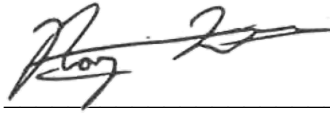
57. Plaintiff and the other current and former employees of Defendant is aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved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

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

- 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: December 20, 2024

KOUL LAW FIRM, APC

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8 BY: Nazo Koulloukian, Esq.
9 Attorneys for Plaintiff CHRISTIAN PREDAS, and
all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 16, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Golden Haven Care Center, LLC
13347 Ventura Boulevard
Sherman Oaks, CA 91423

Glenoaks Convalescent Hospital
409 West Glenoaks Boulevard
Glendale, CA 91202

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Christian Predas
Employer: Golden Haven Care Center, LLC and Glenoaks Convalescent
Hospital

Dear Sir or Madam:

Claimant Christian Predas 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, Golden Haven Care Center, LLC and Glenoaks Convalescent Hospital (hereafter collectively referred to as “Employer”). Claimant was hired as a Charge Nurse in September of 2023 and later began working as an Infection Preventionist Nurse until July 26, 2024. At all times, Claimant worked 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.

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

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

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Off-the-Clock Hours Worked

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employer’s control but not compensated for their time. For example, Employer would often contact Claimant to discuss work when he was off-the-clock.

Work Performed During Unpaid Meal Periods

As more fully set forth below, Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. For example, whenever Claimant was provided with a second meal break, he was required to clock out for his meal break but keep working. Meal periods were also frequently interrupted with work. Claimant observed these same violations among his coworkers.

Failure to Pay All Wages Owed Twice Per Month

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

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

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

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

Failure to Pay Minimum Wage

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

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

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described herein. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2699 *et seq.*

Failure to Pay Wages Due Upon Termination

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

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days' pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Rest Breaks

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

Employer 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. For example, rather than taking a rest break, Claimant and aggrieved employee were often required to continue working due to the press of work.

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.*

Rest break- Walk time

Rest breaks were missed daily. However, even when rest breaks were provided, they were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. However, the break facility was located at varying distances from Claimant and aggrieved employees workspaces and Employer did not take walk time into account

when relieving employees for rest breaks, requiring that they return to their workstation within 10 minutes.

Failure to Provide Timely Meal Breaks

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

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. Employer failed to pay all penalty pay to Claimant or aggrieved employees for noncompliant meal periods. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a). As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Although the meal period was the only break in the shift Claimant and aggrieved employees received, it was frequently taken up to 2-3 hours late. Additionally, Claimant and his coworkers were sometimes required to clock out for meal breaks but continue working, especially for second meal breaks.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour’s wage when meal periods were not given to them in compliance with California law.

Failure to Reimburse For Required Business Expenses

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

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees used their personal cell phone and other supplies for work purposes. Employer failed to pay any amount for the required use of Claimant and aggrieved employees' business-related expenses. Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

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

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

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

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

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

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Conclusion

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

Respectfully submitted,

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

Nazo Koulloukian, Esq.
Attorney for Claimant