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Attorneys for Plaintiff,
STEVEN NUNO 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 SAN BERNARDINO

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

Plaintiff,

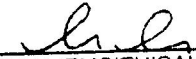
vs.

CENTRAL TRANSPORT LLC, a Michigan
Limited Liability Company, and DOES 1-50,
inclusive,

Defendant.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

MAR 21 2025

By 
NANCY LIEMSITHISAK, Deputy

Case No.: **CIVRS 2501921**

REPRESENTATIVE ACTION

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

FILED BY FAX

RECEIVED
MAR 21 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
RANCHO CUCAMONGA DISTRICT

1 Plaintiff STEVEN NUNO brings this PAGA representative action complaint on behalf of
2 himself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 **NATURE OF THE ACTION**

5 1. Plaintiff STEVEN NUNO worked as an hourly, nonexempt employee for Defendant
6 CENTRAL TRANSPORT LLC; and Does 1-50 (collectively "Defendant").

7 2. Plaintiff STEVEN NUNO worked for Defendant as a truck driver at their location in
8 Rancho Cucamonga, CA, for over three years, until his separation from employment July 19, 2024.
9 Plaintiff brings this action pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal.
10 Labor Code §2698 *et seq.*, on a representative basis. All current and former hourly, nonexempt
11 employees of Defendant within one year of serving notice on the LWDA to the present are
12 aggrieved employees.

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

22 4. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
23 worked, including overtime hours worked; (2) failing to pay all wages owed twice per month; (3)
24 failing to pay minimum wage; (4) failing to pay wages due upon termination; (5) failing to provide
25 rest breaks; (6) failing to provide timely meal breaks; (7) failing to reimburse for required business
26 expenses; (8) failing to properly accrue and pay for unpaid vacation; and (9) failing to provide
27 accurate itemized wage statements and violation of record keeping requirements. Defendant is
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1 therefore liable for civil penalties under the Cal. Labor Code, including the Private Attorney
2 General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

3 THE PARTIES

4 5. Plaintiff STEVEN NUNO is a resident of the State of California and worked for
5 Defendant until July 19, 2024.

6 6. Defendant CENTRAL TRANSPORT LLC is a Michigan Limited Liability Company
7 authorized to do business and doing business in California with the capacity to sue and to be sued,
8 and doing business, in the county of San Bernardino in the State of California.

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

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

21 JURISDICTION AND VENUE

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

25 10. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
26 the Superior Court and will be established according to proof at trial. Based on information,
27 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
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1 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
2 (\$25,000).

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

7 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

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

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

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

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

19 16. Defendant, and each of them, have committed the following violations of the California
20 Labor Code:

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

22 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order 9)

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

25 18. The Wage Orders define "hours worked" as "the time during which an employee is
26 subject to the control of an employer, and including all the time the employee is suffered or
27 permitted to work, whether or not required to do so." Defendant has been engaged in many
28 unlawful employment practices which resulted in underpayment for hours worked each pay period,

1 including overtime hours worked, as more fully set forth below. Defendant has also failed to pay
2 the required minimum wage for all hours worked and has failed to pay all wages owed twice per
3 month.

4 19. Off the Clock Hours Worked. Plaintiff and aggrieved employees frequently worked off
5 the clock and were routinely subjected to periods wherein they were under the Defendant's control
6 but not compensated for their time. Plaintiff and aggrieved employees were required to perform
7 several required duties off the clock. Employees were required to put on their work safety apparel
8 before clocking in for work and being off the clock. Defendant further failed to pay all overtime
9 hours at the correct overtime rate of pay. Defendant has violated Labor Code §§510 1194, 1198,
10 1199 and the Wage Order. Defendant is liable for civil penalties pursuant to Labor Code §§558
11 and 2698 et seq.

12 **Failure to Pay all Wages Owed Twice per Month**

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

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

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

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

22 23. Due to these failures, Defendant is liable under Labor Code §204(a) and 2698 *et seq.*
23 for failure to pay wages as required by law.

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

32. Defendant 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 Wage Orders. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

(Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Order.)

34. 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.”

35. Plaintiff and aggrieved employees frequently missed rest periods, so their meal periods were the only possible break in their day. However, when employees received meal periods, they were often late, short or interrupted.

1 36. The Wage Orders require employers to authorize and permit employees to take an
2 uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code
3 §1198, "the employment of any employee... under conditions of labor prohibited by the order is
4 unlawful." Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
5 "not less than 30 minutes" for each five consecutive hours of work in violation of Labor Code
6 §§226.7 and 512. Defendant never paid penalty pay to Plaintiff or aggrieved employees for
7 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
8 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
9 Code §226(a). As a result of these violations, Defendant is liable for civil penalties pursuant to
10 Cal. Labor Code §558 and §2698 et. seq.

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

12 (Cal. Lab. Code §§21198, 2802, 2699)

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

15 38. Labor Code §2802 requires employers to indemnify employees for necessary
16 expenditures or losses incurred by employees in direct consequence of discharge of duties. Here,
17 Plaintiff and aggrieved employees are required to use their personal cell phones for navigation and
18 to purchase their work tools and boots. Defendant did not reimburse them in any way for their
19 business-related expenses as required by the Labor Code.

20 **Failure to Properly Accrue and Pay for Unpaid Vacation**

21 (Cal. Lab. Code §§227.3 and 2698 et seq.)

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

24 40. Cal. Lab. Code §227.3 provides that "whenever a contract of employment or employer
25 policy provides for paid vacations, and an employee is terminated without having taken off her
26 vested vacation time, all vested vacation shall be paid to her as wages at his final rate."
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1 41. In this case, Defendant failed to pay all accrued vacation wages to Plaintiff and
2 aggrieved employees upon termination. Defendant is liable for civil penalties pursuant to Cal.
3 Labor Code §2698 et. seq.

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

5 **Requirements**

6 (Cal. Labor Code §§226, 246, 248, 1174, 1174.5, 2698 *et seq.*)

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

9 43. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
10 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
11 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
12 aggrieved employees, and the records maintained by Defendant, have not accurately reflected
13 actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all
14 hours worked, and overtime pay, and pay for meal and rest period penalty wages. Wage statements
15 further fail to state the true name and address of the legal entity that is the employer.

16 44. §226 (a) requires:

17 A. An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately if wages are paid
20 by personal check or cash, an accurate itemized statement in writing showing
21 (1) gross wages earned, (2) total hours worked by the employee, except as
22 provided in subdivision (j), (3) the number of piece-rate units earned and any
23 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
24 deductions, provided that all deductions made on written orders of the employee
25 may be aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the name of the
27 employee and only the last four digits of his or her social security number or an
28 employee identification number other than a social security number, (8) the

1 name and address of the legal entity that is the employer and, if the employer is
2 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
3 and address of the legal entity that secured the services of the employer, and (9)
4 all applicable hourly rates in effect during the pay period and the corresponding
5 number of hours worked at each hourly rate by the employee...

6 45. Such failures caused injury to Plaintiff and others, by, among other things, impeding
7 them from knowing the total hours worked and the amount of wages to which they are and were
8 entitled. Defendant knowingly and intentionally failed to accurately itemize the gross wages
9 earned, net wages earned, and total hours worked. Defendant is liable for civil penalties pursuant
10 to Labor Code § 2698 *et seq.*

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

14 **FIRST CAUSE OF ACTION**

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

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

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

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

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

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

- a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order 9);
- b. Wages Failure to Pay Wages Twice Per Month (Cal. Lab. Code §§204, 210, and 2698 *et seq.*)
- c. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)
- d. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)
- e. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)
- f. Failure to Provide Timely Meal Breaks (Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*)
- g. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198, 2802 and 2699 *et seq.*)
- h. Failure to Properly Accrue and Pay for Unpaid Vacation (Cal. Lab. Code §§227.3 and 2698 *et seq.*)
- i. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

51. 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).

52. 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.

53. 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.

54. Plaintiff and the other current and former employees of Defendant are 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.

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

56. 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.

57. 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

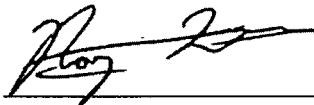
WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendant as follows:

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;

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

6 DATED: December 16, 2024

KOUL LAW FIRM, APC

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10 Nazo Koulloukian, Esq.
11 Attorneys for Plaintiff STEVEN NUNO,
12 and all aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

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F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

October 9, 2024

Via E-filing:

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

Via Certified U.S. Mail:

Central Transport LLC
12225 Stephens Road
Warren, MI 48089

Central Transport LLC
8822 Etiwanda Avenue
Rancho Cucamonga, CA 91739

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Steven Nuno
Employer: Central Transport LLC

Dear Sir or Madam:

Claimant Steven Nuno 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, Central Transport LLC (hereafter “Employer”). Claimant worked for Employer as a truck driver on an hourly, non-exempt basis from September 2021 until July 19, 2024.

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

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

(Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*, Wage Order 9)

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 occasionally require Claimant and his coworkers to put on their work safety apparel before clocking in for work and being off the clock. Employer further failed to pay all overtime hours at the correct overtime regular rate of pay.

Failure to Pay All Wages Owed Twice Per Month

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

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

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

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

Failure to Pay Minimum Wage

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

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

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

Failure to Pay Wages Due Upon Termination

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

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

Claimant, for example, was not paid for the work he did off the clock or meal and rest premium pay.

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

Failure to Provide Rest Breaks

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

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

Claimant reports that he and his co-workers never received rest periods and were required to work straight through their shifts.

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

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

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

Failure to Provide Timely Meal Breaks

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

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

Although the meal period was the only break in the shift of the Claimant and aggrieved employees received, it was often late, short, or interrupted.

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

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employer is liable for civil penalties under PAGA §2698 *et seq.*

Here, Claimant and aggrieved employees are required to use their personal cell phones for

navigation and to purchase their work tools and boots. Employer did not reimburse them in any way for their business-related expenses as required by the Labor Code.

Failure to Properly Accrue and Pay for Unpaid Vacation

(Cal. Lab. Code §227.3 and 2698 *et seq.*)

Cal. Lab. Code §227.3 provides that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate.” In this case, Employer failed to pay all accrued vacation wages to Claimant and aggrieved employees upon termination. 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, 2698 *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 meals and rest premium wages, and reimbursements for business expenses.

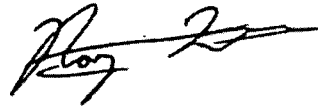
Such failures caused injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to list all the items described above. Employer is liable for civil penalties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

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

Conclusion

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a horizontal line extending from the end of the signature.

Nazo Koulloukian, Esq.
Attorneys for Claimant