

**BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar 068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Email: [Kyle@bamlawca.com](mailto:Kyle@bamlawca.com)

Website: [www.bamlawca.com](http://www.bamlawca.com)

Nazo Koulloukian, SBN 263809

[nazo@koullaw.com](mailto:nazo@koullaw.com)

**KOUL LAW FIRM, APC**

3435 Wilshire Blvd., Suite 1710

Los Angeles, CA 90010

Telephone: (213) 761-5484

Facsimile: (818) 561-3938

Sahag Majarian, II, Esq. SBN 146621

[Sahagii@aol.com](mailto:Sahagii@aol.com)

**LAW OFFICES OF SAHAG MAJARIAN II**

18250 Ventura Blvd.

Tarzana, CA 91356

Telephone: (818) 609-0807

Facsimile: (818) 609-0892

Attorneys for Plaintiffs,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ORANGE**

MANUEL FRANCO and ALFONSO  
GUZMAN, on behalf of themselves, on behalf  
of all persons similarly situated, and on behalf  
of the State of California as a private attorney  
general,

Plaintiffs,

vs.

STATES LOGISTICS SERVICES, INC., a  
California Corporation, and DOES 1 through  
50, inclusive,

Defendants.

Case No.: **30-2022-01239095-CU-OE-CXC**

**DECLARATION OF NAZO  
KOULLOUKIAN IN SUPPORT OF  
MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

Hearing Date: November 8, 2024  
Hearing Time: 1:30 p.m.

Judge: Hon. Lon Hurwitz  
Dept.: CX103

Action Filed: July 6, 2021  
Trial Date: Not set

DECLARATION OF NAZO KOULLOUKIAN IN SUPPORT OF MOTION FOR  
PRELIMINARY APPROVAL

1 **I, NAZO KOULLOUKIAN, RESPECTFULLY DECLARE AS FOLLOWS:**

2 1. I am now and have been at all times relevant to this Declaration an Active Member  
3 of the State Bar of California, Principal and Owner of Koul Law Firm, APC, (“Koul Law Firm”),  
4 and Class Counsel of record in these Actions. I make this declaration on the basis of personal  
5 firsthand knowledge unless another source of information or belief clearly appears from the  
6 context, and as to all such matters I believe them to be true. If called as a witness, I could and  
7 would readily and competently testify to all matters stated within.

8 2. I make this declaration in support of Plaintiff’s Motion for Preliminary Approval  
9 of Class and Representative Action Settlement Agreement.

10 3. Plaintiff Alfonso Guzman retained my office in 2021 to investigate and bring a  
11 lawsuit against his former employer, States Logistics Services, Inc., based on wrongful wage and  
12 hour practices and workplace conditions. Plaintiff retained my office and my co-counsel in this  
13 action, Law Offices of Sahag Majarian, II.

14 4. On behalf of Mr. Guzman, my office filed a PAGA notice letter on August 17,  
15 2021, a true and correct copy of which is attached hereto as **Exhibit 1**. Mr. Guzman’s PAGA  
16 complaint was filed on October 21, 2021, in San Bernardino Superior Court, designated as Case  
17 No. CIVSB2130246 and assigned to the Hon. David Cohn.

18 5. Mr. Guzman’s PAGA Complaint alleged that Defendant is liable for: (1) failing to  
19 pay for all hours worked, including overtime hours worked; (2) failing to reimburse for required  
20 business expenses; (3) failing to provide safe working conditions; (4) failing to provide rest and  
21 cool down breaks; (5) failing to provide place of employment that is safe and healthful; (6) failing  
22 to pay all wages owed; and (7) failing to provide accurate wage statements and maintain accurate  
23 payroll records.

24 6. On January 18, 2023, the Court granted Defendant’s Motion to Compel Plaintiff  
25 Guzman’s individual PAGA claims to arbitration and stay the representative PAGA action in the  
26 interim. On September 19, 2023, Plaintiff Guzman submitted a Demand for Arbitration to JAMS,  
27 asserting one cause of action for violation of the Private Attorneys General Act of 2004, Cal. Labor  
28 Code § 2698, et seq.

7. In November of 2023, my office, and the Law Offices of Sahag Majarian, II, entered into a Joint Prosecution Agreement with Blumenthal Nordrehaug Bhowmik De Blouw LLP.

8. On May 14, 2024, I participated in an all-day mediation presided over by Hon. William C. Pate (Ret.), a respected mediator of wage and hour representative and class actions. This mediation involved the Guzman Action, as well as the claims brought by Plaintiff Manuel Franco. Prior to mediation, the Parties engaged in significant investigation and meet and confer efforts to explore the facts and circumstances, and later possible resolution of all claims. The Parties arrived at this settlement through arm's length bargaining following extensive analysis of the records produced. The Parties went into mediation willing to explore the potential for a settlement of the dispute, but each side was committed and prepared to litigate its position through trial and appeal if a settlement had not been reached.

9. On July 24, 2024, Plaintiff Franco filed a First Amended Consolidated Class and Representative Action Complaint adding Plaintiff Guzman and consolidating all claims.

10. In settlement of this litigation, Defendant has agreed to pay the gross settlement amount of \$1,149,500.00, which I believe is fair, adequate, and reasonable, and a favorable settlement for the affected employees.

## Qualifications

11. I received a B. A. in Communication Studies in 2005 from UCLA. I received my J.D. from University of Maryland School of Law in 2008. I became an Active Member of the State Bar of California in June 2009 and have been an Active Member in good standing continuously since then. I am a current member of the California Employment Lawyers Association (CELA).

12. I founded Koul Law Firm in 2017. Prior to starting Koul Law Firm, I first worked in defense-side litigation and was later hired as a Senior Associate at Joseph Farzam Law Firm, a plaintiff-side employment firm.

13. During the approximately fifteen years since I began practicing law, I have built my practice to have a heavy emphasis on employment and related litigation. I have been heavily,

1 successfully, and continuously involved in active litigation and trial work, including without  
2 limitation, wage and hour class action litigation, employees' rights, civil rights, discrimination,  
3 and sexual harassment claims, and other forms of employment litigation.

4 14. My office is qualified to handle this litigation because we are experienced in  
5 litigating Labor Code violations in both individual and class actions. I have served as lead counsel  
6 in numerous wage and hour class actions, and have successfully negotiated several settlements,  
7 including multiple six and seven-figure cases. Of-Counsel to Koul Law Firm, APC, Hilary Silvia,  
8 has actively participated in this litigation since the outset. Ms. Silvia has 20 years of practice  
9 experience. Ms. Silvia received a B.B.A. in Business Management and a second major in  
10 Philosophy from the University of Notre Dame in 2000, and a J.D. from Loyola University,  
11 Chicago, in 2003. She became a member of the Illinois State Bar in 2003 (currently inactive) and  
12 a member of the California Bar in 2005. She has been practicing plaintiff-side wage and hour class  
13 action litigation since 2008 and, in addition to her law practice, is currently a tenured professor of  
14 business law at Calif. State University, Northridge. Ms. Silvia is a published academic author, law  
15 and motion specialist, and recognized expert in the wage theft arena.

16 15. I am currently counsel or co-counsel for numerous class and PAGA matters actively  
17 pending in state and federal court across the state of California. Below is a representative sample  
18 of cases wherein I was recently appointed class counsel for cases certified final approval and/or  
19 PAGA counsel for approved PAGA settlements:

- 20 • ESTELA MONTIJO v. CENTRAL VALLEY LABOR (Case No. 18-CV-03456) in  
21 Merced County Superior Court: In Montijo, the Court approved final approval of myself  
22 as lead class counsel representing a class of approximately 858 employees for wage and  
23 hour violations.
- 24 • ELIZABETH PARTIDA v. STATER BROS. MARKETS (Case No. CIVDS1828290) in  
25 San Bernardino Superior Court: In Partida, the Court granted preliminary approval on  
26 February 4, 2020, for a wage and hour violations on behalf of approximately 1,291 class  
27 members.

- 1 • RIGOBERTO SANDOVAL v. NOVITEX ENTERPRISE SOLUTIONS, INC. (Case No.  
2 BC702200) in Los Angeles County Superior Court: In Sandoval, the Court approved a  
3 representative action for wage and hour violations on behalf of 971 aggrieved employees.
- 4 • FRANCISCO CISNEROS & ARMONDO ORTIZ v. LAZY DOG RESTAURANTS, LLC  
5 (Case No. 56-2017-00501824-CU-OE-VTA) in Ventura County Superior Court: In  
6 Cisneros, the Court approved a representative action for wage and hour violations on behalf  
7 of approximately 6,927 aggrieved employees.
- 8 • EDUARDO MARQUEZ & BEATRIZ MARQUEZ v. THREE SONS, INC. DBA  
9 AMERICAN MEAT COMPANIES, ET AL. (Case No. BC701526) in Los Angeles  
10 Superior Court: In Marquez, the Court approved final approval of myself as lead class  
11 counsel representing a class of approximately 249 employees for wage and hour violations.
- 12 • JOSE ESTRADA v. BURLINGAME INDUSTRIES, ET. AL. (Case No. CIVDS1712815  
13 - Consolidated with Case No. CIVDS1805057) in San Bernardino Superior Court: In  
14 Estrada, I was lead class counsel representing a class of approximately 740 employees for  
15 wage and hour violations.
- 16 • LUIS AVILA v. AL DAHRA ACX, INC., ET. AL. (Case No. BC685992) in Los Angeles  
17 Superior Court: In Avila, I was preliminarily approved as lead class counsel representing  
18 a class of approximately 280 employees for wage and hour violations.
- 19 • ARMANDO M. BARRETO v. ETIVISTA CONCRETE, ET. AL. (Case No.  
20 CIVDS1712018) in San Bernardino Superior Court: In Barreto, I was lead class counsel  
21 representing a class of approximately 800 employees for wage and hour violations.
- 22 • DIAZ/JONES v. THE ENSIGN GROUP, INC. ET. AL. (Case No. 19STCV21041) Los  
23 Angeles Superior Court: In Diaz/Jones I was lead class counsel representing a class of  
24 approximately 240 employees for wage and hour violations.
- 25 • BALDWIN V. FLEXCARE LLC, ET. AL. (Case No. 34-2020-00289550-CU-OE-GDS)  
26 in Sacramento Superior Court: In Baldwin, I was appointed class counsel representing class  
27 of 4,741 employees for wage and hour violations.

- 1 • CASEMENT V. SOLIANT, ET. AL. (KSC Case No. BCV-19-102213) a class action filed  
2 on behalf of healthcare workers alleging labor code violations.
- 3 • TERRY V. SOLIANT, ET. AL. (LASC Case No. 20STCV34826) a PAGA only action  
4 filed on behalf of healthcare workers alleging labor code violations.
- 5 • LEWIS V. AUREUS MEDICAL GROUP, INC. (Orange County Case No. 30-2020-  
6 01150700-CU-OE-CXC) a class and PAGA action filed on behalf of hourly healthcare  
7 workers.
- 8 • DOMINGUEZ V. COMMUNITY VETERINARY CLINICS, LLC, ET AL. (LASC Case  
9 No. 20STCV34601) a class and PAGA action filed on behalf of 820 hourly employees  
10 alleging labor code violations.
- 11 • WOEHRLE V. AMN SERVICES, LLC, ET AL. (LASC Case No. 19STCV15213) a class,  
12 FLSA collective, and PAGA action filed on behalf of 2,272 California Class Members,  
13 15,226 FLSA collective members, and 8,494 aggrieved employees, all healthcare workers  
14 alleging wage and hour violations.
- 15 • ORTEGA V. MICHAEL L. MANNA RANCH, INC., (San Joaquin Superior Court Case  
16 No. STK-CV-UOE-2021-5442), a class and PAGA action filed on behalf of over 1,000  
17 field laborers alleging wage and hour violations.
- 18 • THOMAS v. PLATINUM EMPIRE GROUP, INC. (Case No. 21-CIV-00277) in San  
19 Mateo Superior Court, a class and PAGA action filed on behalf of 1,400 hourly healthcare  
20 workers.
- 21 • BROWN v. TEMPUS, LLC (Case No. 22STCV27967) in Los Angeles Superior Court, a  
22 PAGA action filed on behalf of 1,500 healthcare workers.
- 23 • MCCRARY v. SCOOT EDUCATION, INC. (Case No. 22STCV29832) in Los Angeles  
24 Superior Court, a PAGA action filed on behalf of 3,400 hourly education workers.
- 25 • MEJIA v. THE ANTI-RECIDIVISM COALITION (Case No. 22STCV333021) in Los  
26 Angeles Superior Court, a class and PAGA action on behalf of 248 hourly workers.

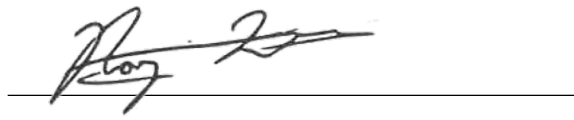
- ZARAZUA v. INDUSTRIAL CLERICAL RECRUITERS, INC., et al., (Case No. CIVSB2126751) San Bernardino Superior Court, a class and PAGA action on behalf of 6,353 workers.

16. As a result of my prior experience as class counsel in other class actions, I am fully aware of the responsibilities I would owe as Class Counsel to the Class. I am not aware of any conflict of interest between myself, on the one hand, and Plaintiffs or any other Class Member or Aggrieved Employee on the other hand, which would interfere with my duties as Class Counsel or impede my representation of the proposed class. I have no conflicts with any class members, aggrieved employees, or the settlement administrator ILYM Group, Inc. Further, I am not aware of any other currently pending actions or lawsuits that would be affected by this settlement.

17. I believe is fair, adequate, and reasonable, and a favorable settlement for the affected employees. I respectfully request that this Court grant preliminary approval of the proposed settlement and certification of the provisional settlement class.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 15, 2024, at Los Angeles, California.



Nazo Koulloukian

# **EXHIBIT 1**





Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

August 17, 2021

**Via E-filing:**

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

**Via Certified U.S. Mail:**

States Logistics Services, Inc.  
c/o Daniel W. Monson  
5650 Dolly Ave.  
Buena Park, CA 90621

Re:   PAGA Notice Pursuant to California Labor Code §2698 *et seq.*  
      Claimant: Alfonso Guzman  
      Employer: State Logistics Services, Inc.

Dear Sir or Madam:

Alfonso Guzman (“Claimant”) has retained Nazo Koulloukian, Esq. of the KOUL LAW FIRM and Sahag Majarian II, Esq., of Law Offices of Sahag Majarian II to represent them, and all other aggrieved employees, for wage and hour claims against their former employer, States Logistics Services, Inc. (hereafter “Employer” or “SLS.”)

SLS is a warehousing, transportation and packaging logistics services company with locations throughout Southern California. Claimant worked for SLS as a loader and picker until January of 2021. Claimant is an aggrieved employee and their proposed PAGA representative action would represent numerous current and former aggrieved employees.

Employer has violated, and/or has caused to be violated, several Labor Code provisions, and it 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, 1197.1, 1198, 1199, 2699 *et seq.*)**

Section 2(H) or Wage Order 9 “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.”

Claimant and aggrieved employees were not paid for all hours worked, including overtime hours worked because of Employer’s policy of conducting required work activities off the clock and because employees were forced to wait in long lines in order to clock in for work. Employer also failed to reimburse employees for required personal cell phone and automobile use.

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:

### **Pre-Shift Work and Off-the-Clock Required Duties**

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.

At the beginning of the shift, when Claimant and aggrieved employees arrived at work, they are required to engage in temperature checks prior to clocking in. This process takes 3-5 minutes daily. In addition, Claimant and aggrieved employees had to wait in line in order to clock in, which took 1-2 minutes every work shift. Claimant and aggrieved employees were not paid for time spent getting temperature checks done or waiting in line off the clock.

This resulted in many unpaid hours worked for all aggrieved employees required to communicate regarding work matters with their employer while off the clock. Employer has violated Labor Code §§510 1194, and 1198, and Wage Order 9. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

### **Failure to Pay Wages- Required Minimum Wage**

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer’s timecard rounding and time shaving practices, as well as Employer’s practice of requiring employees to communicate via phone and text with Employers while employees were off the clock. Based on Employer’s unlawful conduct described above, 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 Wage Order 9-2001. 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 10-12 hours per shift, and sometimes more wherein they were under the Employer’s control but not compensated for all of their time. Claimant and aggrieved employees were not paid for all time worked, resulting in failure to pay

wages, including overtime and minimum wages. Employer has violated Labor Code §§510 1194, 1194.2, 1197, 1198, 1199 and Wage Order 9. Employer is liable for civil penalties pursuant to Labor Code §2698 *et seq.*

#### **Failure to Pay All Wages Owed Twice Per Month**

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 this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by 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.

Claimant and aggrieved employees would use their cell phones as a calculator for necessary work duties. Calculators were not made available to them even though they were needed. Claimant and aggrieved employees had no choice but to use their cell phones during work for work related activities. In addition, from time-to-time Claimant and aggrieved employees would be required to travel from worksite to worksite during one shift. In order to do this they were forced to use their own means of transportation to get from one site to another. Claimant and aggrieved employees were not compensated for the use of their personal means of transportation that was used for work purposes. Also, Employers did not provide mandatory masks for Claimant and aggrieved employees to wear during work. Claimant and aggrieved employees were expected to provide their own masks and were only compensated \$10 for doing so. \$10 was not adequate to cover the costs of Claimant providing his own masks, which were mandatory in the workplace. Claimant and aggrieved employees were forced to use their cell phones and their personal means of transportation for work purposes and they were forced to provide their own masks to wear at work, but SLS failed to adequately reimburse Claimant and employees for this use as required by the Labor Code. Accordingly, Employer is liable for civil penalties under PAGA §2699 *et seq.*

#### **Failure to Provide Safe Working Conditions**

##### **(Cal. Labor Code §1198, Wage Order 9)**

Employer's workplaces would get unsafely hot in the summer and extremely cold in the winter. In many instances, Claimant and aggrieved employees are required to work in enclosed spaces where there is inadequate heating, cooling and ventilation.

Employer does not have proper climate control. Claimant and their coworkers worked in unbearable heat and humidity in the summer, and extreme cold during the winter.

Wage Order 9 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

In addition to climate control issues, Employer failed to take safety measures required to keep employees safe during COVID-19. Labor Code 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

### **Failure to Provide Rest Periods and Cool-Down Rest Periods**

**(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order 9)**

When rest breaks were taken, they were not compliant with California law. Employees, including Claimant, who worked in the warehouses were not provided with sufficient potable water or bathrooms or opportunities for cool down periods. Labor Code §226.7 requires that employers provide rest periods and cool down rest periods that comply with state laws, including those that require adequate restroom facilities and water to employees for use during required break and cool-down rest periods.

Employers frowned upon Claimant and aggrieved employees requests for cool down periods. During times when it became dangerously hot in the work areas and Claimant and aggrieved employees asked for a period of time to cool down, the Employers ignored their pleas for rest and cooling time and instead asked them to not take their requested time to recover because there was too much work to get done. When employees did receive rest breaks, they were not compliant for the following reasons:

#### **Potable Drinking Water**

Rest breaks did not comply with state laws as required by Labor Code §226.7 because employee were denied sufficient potable water.

Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single use cups. Claimant and aggrieved employees were not provided with adequate

potable drinking water, as it was delivered on palets and sat in the warehouse becoming unreasonably hot and unpotable due to scorching temperatures reached inside.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” . Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Labor Code 226.7 requires compliant breaks, and employees may recover PAGA penalties for violation of 226.7.

### Legally Compliant Bathrooms

Rest breaks did not comply with state laws as required by Labor Code §226.7 because workers were not provided with clean bathrooms and sufficient handwashing facilities and Claimant and aggrieved employees had to deal with a lack of soap being available much of the time, to all those needing to sanitize their hands after using the restroom or simply to keep safe from COVID and other illnesses.

California Labor Code §2350 requires employers to provides that “[e]very factory, workshop, mercantile or other establishment in which one or more persons are employed, shall be kept clean and free from the effluvia arising from any drain or other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet facilities for the use of the employees.” Employer violated §2350 by failing to provide and maintain sanitary bathrooms for employees. Employer further violated 8 CCR §3457(c) by failing to provide adequate toilet and handwashing facilities.

Cal. Code Regs. tit. 8, § 3457 requires that “[t]oilet facilities shall be, at all times, operational, maintained in a clean and sanitary condition, and kept in good repair. Written records of service and maintenance shall be maintained and retained for two years.” Labor Code §6712 requires toilets to be “serviced and maintained in a clean, sanitary condition and kept in good repair at all times, including written records of that service and maintenance.” Moreover, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.” Labor Code §6712. Further, the public policy of the State of California as codified, expressed and mandated in Labor Code sections 6300, 6310 and 6400, et seq. requires all employers to take reasonable steps to provide a safe and secure workplace. Unfortunately, bathrooms in Employer’s workplaces were filthy, unsanitary, and non-compliant with minimum standards.

Employer failed to pay Claimant and similarly situated employees the premium compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period violations occurred daily, however no rest period penalty pay is listed on the above paystub. Pursuant to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited by

the order is unlawful.” Accordingly, because Employer violated Wage Order provisions requiring rest breaks, Employer violated §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim, Claimant alleges that her pay statements were inaccurate, failing to include required rest period penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under Cal. Labor Code §§ 558 and 2698 *et. seq.*

**Failure to Provide Place Of Employment That Is Safe And Healthful**

**(Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, 6407, 2699 *et seq.*, 8 CCR 3202)**

Cal. Labor Code § 6400(a) provides that every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein. Cal. Labor Code §6401 provides that “every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer. Pursuant to Cal. Labor Code §6402, no employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful. Cal. Labor Code §6403 states that no employer shall fail or neglect to provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe, or to adopt and use methods and processes reasonably adequate to render the employment and place of employment safe, or to do every other thing reasonably necessary to protect the life, safety, and health of employees. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any place of employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.

Employer failed to take precautions to ensure Employee safety after the onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The Employees, directly after the onset of COVID were required to partake in tool assignments to eliminate possible cross contamination of work items, but those activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the Employees. Claimant and aggrieved employees constantly had their assigned work tools taken from them and used by others, causing cross contamination throughout the workplace, yet Employers did nothing to maintain compliance of the tool assignment policy. Claimant did contract COVID at work due to such cross contamination and Employers lack of managing compliance of COVID safety precautions. Ultimately, the tools and machinery were not adequately sanitized by SLS. In addition, Employers did not provide masks for Claimant and aggrieved employees to wear in the workplace and failed to adequately reimburse them for providing their own masks. Also, Employers oftentimes failed to provide soap in the restrooms

so that Claimant and aggrieved employees could adequately sanitize their hands before going back to work and using work tools that were then passed around and shared. As a result of these practices, Employers have violated Cal. Labor Code §§6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for their Employees, as outlined above. Employers are liable for civil penalties pursuant to Cal. Labor Code §2699 *et seq.*

### **Failure to Timely Pay All Wages Owed**

#### **(Cal. Lab. Code §§201, 202, 203, 204(a) and 2698 *et seq.*)**

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

As set forth above, due to Employer's unlawful employment practices, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated. Employer willfully failed to pay aggrieved employees who are no longer employed by it all compensation due upon of employment as required by Cal. Lab. Code §§201 and 202. Pursuant to §§203, Claimant and similarly situated individuals are now also entitled to recover up to thirty (30) days of wages due to Employer's "willful" failure to comply with the statutory requirements of §§201 and 202 of the Labor Code. Moreover, because Employer violated §§201, 202 and 203, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Claimant believes that other employees who separated from the company, whether voluntary or involuntary, were also denied payment of wages in a timely manner as required by §203. Claimant will seek restitution pursuant to §558 (a)(3) for herself and other aggrieved employees for each violation of §203 and will seek civil penalties under PAGA pursuant to §2698 *et. seq.*, on behalf of the Labor and Workforce and Development Agency (LWDA) against Employer if authorized to file a representative action on behalf of the State of California.

### **Failure to Furnish and Maintain Accurate Wage Statements and Payroll Records**

#### **(Cal. Labor Code §§ 226(a), 226.3, 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, 226.3, 1174, and 1174.5. Derivative of the claims alleged above, the statements provided to Claimant and aggrieved employees have not accurately reflected actual gross wages earned, including overtime, phone reimbursement, and total hour worked. Such failures caused injury to Claimant and aggrieved employees, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled, nor the accurate rate of overtime pay they were entitled to. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

### **Conclusion**

Employer has violated several 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 her if it

does not intend to investigate these violations so that she may pursue her claims as a representative action in civil court.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Koulloukian', with a long horizontal flourish extending to the right.

Nazo Koulloukian, Esq.

Attorney for Claimant