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 and other current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

JESUS NAVARRO, on behalf of
 himself and other current and former aggrieved
 employees,

PLAINTIFF,

vs.

GP MERGER SUB, INC. DBA GLASPRO;
 NEW GLASPRO, INC.; GLASPRO, INC.; and
 DOES 1 to 100, Inclusive,

DEFENDANTS.

Case No.: **20STCV15390**

PAGA ACTION

**PLAINTIFF JESUS NAVARRO'S
 COMPLAINT FOR DAMAGES AND
 RESTITUTION FOR:**

**1. CIVIL PENALTIES PURSUANT
 TO THE PRIVATE ATTORNEYS
 GENERAL ACT OF 2004
 ("PAGA"), LABOR CODE
 SECTION 2698, et seq.**

DEMAND FOR JURY TRIAL

NOW COMES Plaintiff JESUS NAVARRO ("Plaintiff"), on behalf of himself and other
 current and former aggrieved, hourly non-exempt employees, who alleges and complains against
 Defendants GP MERGER SUB, INC. DBA GLASPRO; NEW GLASPRO, INC.; GLASPRO, INC.;
 and DOES 1 to 100, inclusive ("Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys' General Act of 2004, Lab. Code § 2698, et seq. ("PAGA").
 representative action brought by Plaintiff on behalf of himself and the State of California seeking civil
 penalties associated with Defendants' violations of the Labor Code against Plaintiff and other current
 and former aggrieved, hourly non-exempt employees of Defendants in California based on: failure to
 pay minimum wages for all hours worked, pay overtime wages for overtime hours worked, pay
 overtime wages at the proper overtime rate of pay, authorize or permit meal periods, failure to

1 authorize or permit rest periods; failure to provide complete and accurate wage statements; and failure
2 to timely pay former employees all earned and unpaid wages. Plaintiff seeks on a representative basis,
3 following notice to the Labor and Workforce Development Agency, civil penalties, reasonable
4 attorney's fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff,
5 the State of California, and other current and former aggrieved, hourly non-exempt employees of
6 Defendants in California.

7 **II. JURISDICTION AND VENUE**

8 2. This Court has jurisdiction over Plaintiff's and the aggrieved employees' claims
9 because Plaintiff's lawsuit seeks civil penalties for himself, the State of California, and current and
10 former aggrieved, hourly non-exempt employees of Defendants in excess of \$25,000 and Defendants
11 employed aggrieved employees and injuries occurred in locations throughout California including in
12 Los Angeles County where Defendants employed Plaintiff and other current and former aggrieved,
13 hourly non-exempt employees at 9401 Ann Street, Santa Fe Springs, CA 90670.

14 **III. PARTIES**

15 3. Plaintiff brings this action on behalf of himself, other current and former aggrieved
16 employees of Defendants, and the State of California pursuant to the PAGA. The named Plaintiff and
17 the aggrieved employees are current, former and/or future employees of Defendants who worked,
18 work, or will work for Defendants as hourly non-exempt employees in California. At all times
19 mentioned herein, the currently named Plaintiff is and was domiciled and a resident and citizen of
20 California and was employed by Defendants as an hourly non-exempt employee within the one year
21 prior to the filing of the complaint.

22 4. Plaintiff is informed and believes and thereon alleges that Defendant GP MERGER
23 SUB, INC. DBA GLASPRO is a foreign entity incorporated in Delaware, is authorized to do business
24 within the State of California, and is doing business in the State of California and/or that Defendants
25 DOES 1-20 are, and at all times relevant hereto were persons acting on behalf of GP MERGER SUB,
26 INC. DBA GLASPRO who violated or caused to be violated provisions of the Labor Code and/or the
27 Industrial Welfare Commission's wage orders regulating hours and days of work. Plaintiff is informed
28 and believes and thereon alleges that GP MERGER SUB, INC. DBA GLASPRO was Plaintiff's

1 employer and suffered and permitted Plaintiff and other current and former aggrieved hourly non-
2 exempt employees to work and exercised control over the wages, hours and working conditions of
3 employment of Plaintiff and other current and former aggrieved hourly non-exempt employees.

4 5. Plaintiff is informed and believes and thereon alleges that Defendant NEW
5 GLASPRO, INC. is a foreign entity incorporated in Delaware, is authorized to do business within the
6 State of California, and is doing business in the State of California and/or that Defendants DOES 21-
7 40 are, and at all times relevant hereto were persons acting on behalf of NEW GLASPRO, INC. who
8 violated or caused to be violated provisions of the Labor Code and/or the Industrial Welfare
9 Commission's wage orders regulating hours and days of work. Plaintiff is informed and believes and
10 thereon alleges that GP NEW GLASPRO, INC. was Plaintiff's employer and suffered and permitted
11 Plaintiff and other current and former aggrieved hourly non-exempt employees to work and exercised
12 control over the wages, hours and working conditions of employment of Plaintiff and other current
13 and former aggrieved hourly non-exempt employees.

14 6. Plaintiff is informed and believes and thereon alleges that Defendant GLASPRO, INC.
15 is a foreign entity incorporated in Delaware, is authorized to do business within the State of California,
16 and is doing business in the State of California and/or that Defendants DOES 41-60 are, and at all
17 times relevant hereto were persons acting on behalf of GLASPRO, INC. who violated or caused to
18 be violated provisions of the Labor Code and/or the Industrial Welfare Commission's wage orders
19 regulating hours and days of work. Plaintiff is informed and believes and thereon alleges that GP
20 GLASPRO, INC. was Plaintiff's employer and suffered and permitted Plaintiff and other current and
21 former aggrieved hourly non-exempt employees to work and exercised control over the wages, hours
22 and working conditions of employment of Plaintiff and other current and former aggrieved hourly
23 non-exempt employees

24 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 61
25 through 80 are corporations, or are other business entities or organizations of a nature unknown to
26 Plaintiff that employed Plaintiff and other current and former aggrieved hourly employees, permitted
27 Plaintiff and other current and former aggrieved, hourly non-exempt employees to work, and
28 exercised control over the wages, hours and working conditions of employment of Plaintiff and other

1 current and former aggrieved, hourly non-exempt employees.

2 8. Plaintiff is informed and believes and thereon alleges that Defendants DOES 81
3 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
4 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
5 supervisor, independent contractor and/or employee of each defendant who violated or caused to be
6 violated the minimum wage and overtime provisions of the Labor Code and/or any provision of the
7 Industrial Welfare Commission's wage orders regulating hours and days of work.

8 9. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
9 sues said defendants by said fictitious names and will amend this complaint when the true names and
10 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by
11 law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants
12 is in some manner responsible for the events and allegations set forth in this complaint.

13 10. Plaintiff makes the allegations in this complaint without any admission that, as to any
14 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
15 reserves all of Plaintiff's right to plead in the alternative.

16 **FIRST CAUSE OF ACTION**

17 **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF**
18 **2004, LABOR CODE SECTION 2698, *et seq.***

19 **(As Against all Defendants and DOE Defendants)**

20 11. Plaintiff incorporates the preceding paragraphs as if fully alleged herein;

21 12. During the period beginning one-year period preceding the filing of notice with the
22 LWDA, Defendants violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197,
23 and 1198. Specifically, Defendants have committed the following violations of California Labor
24 Code:

25 13. **Failure to pay current and former aggrieved, California hourly non-exempt**
26 **employees wages for all hours worked at the legal minimum wage:** Defendants employed many
27 of their employees, including Plaintiff, as hourly non-exempt employees. California Labor Code
28 sections 1194 and 1197 require an employer to compensate employees for all "hours worked" at least

1 at a minimum wage rate of pay as established by the Industrial Welfare Commission (“IWC”) and the
2 Wage Orders. This includes the time an employee spends, either directly or indirectly, performing
3 services which inure to the benefit of the employer.

4 14. Plaintiff and other current and former aggrieved, California hourly non-exempt
5 employees worked more minutes per shift than Defendants credited them with having worked.
6 Defendants “rounded” down or “shaved” down Plaintiff’s and other current and former aggrieved,
7 California hourly non-exempt employees’ total daily hours worked at the time of their clock-in and
8 clock-out to the nearest quarter of an hour, to the benefit of Defendants.

9 15. Defendants suffered, permitted, and required Plaintiff and other current and former
10 aggrieved, California hourly non-exempt employees to be subject to Defendants’ control without
11 paying wages for that time. This resulted in Plaintiff and other current and former aggrieved,
12 California hourly non-exempt employees working time for which they were not compensated any
13 wages, in violation of California Labor Code sections 1194, 1197, and the Wage Orders.

14 16. In addition, Defendants employed a policy, practice, and/or procedure whereby they
15 automatically deducted 30 minutes from Plaintiff’s and other current and former aggrieved, California
16 hourly non-exempt employees’ daily hours worked and attributed that time to a first meal period,
17 even though Defendants routinely provided employees meal periods of less than 30 minutes. The 30-
18 minute automatic deduction from Plaintiff’s and other current and former aggrieved, California
19 hourly non-exempt employees’ timecards resulted in hours worked during meal periods that were not
20 properly reflected on their time sheets and therefore not compensated for in violation of California
21 Labor Code sections 1194, 1197, and the Wage Order.

22 17. **Failure to pay current and former aggrieved, California hourly non-exempt**
23 **employees wages for all overtime hours worked at the overtime wage rate:** Defendants employed
24 many of their employees, including Plaintiff, as non-exempt, hourly employees. In California, an
25 employer is required to pay hourly employees for all “hours worked,” which includes all time that an
26 employee is under control of the employer and all time the employee is suffered and permitted to
27 work. This includes the time an employee spends, either directly or indirectly, performing services
28 that inure to the benefit of the employer.

1 18. California Labor Code Sections 510 and 1194 require an employer to compensate
2 employees a higher rate of pay for hours worked in excess of 8 hours in a workday, 40 hours in a
3 workweek, and on any seventh consecutive day of work in a workweek. Any work in excess of eight
4 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
5 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of
6 no less than one and one-half times the regular rate of pay for an employee. Any work in excess of
7 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
8 an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall
9 be compensated at the rate of no less than twice the regular rate of pay of an employee. (Lab. Code
10 §510.)

11 19. Plaintiff and other current and former aggrieved, California hourly non-exempt
12 employees worked more minutes per shift than Defendants credited them with having worked.
13 Defendants “rounded” down or “shaved” down Plaintiff’s and other current and former aggrieved,
14 California hourly non-exempt employees’ total daily hours worked at the time of their clock-in and
15 clock-out to the nearest quarter of an hour, to the benefit of Defendants.

16 20. In addition, Defendants employed a policy, practice, and/or procedure whereby they
17 automatically deducted 30 minutes from Plaintiff’s and other current and former aggrieved, California
18 hourly non-exempt employees’ daily hours worked and attributed that time to a first meal period,
19 even though Defendants routinely provided employees meal periods of less than 30 minutes. The 30-
20 minute automatic deduction from Plaintiff’s and other current and former aggrieved, California
21 hourly non-exempt employees’ timecards resulted in hours worked during meal periods that were not
22 properly reflected on their time sheets and therefore not compensated.

23 21. To the extent that Defendants’ foregoing policies, practices, and/or procedures
24 occurred on workdays Plaintiff and other current and former aggrieved, California hourly non-exempt
25 employees already worked eight hours or in workweeks they already worked 40 hours, this unpaid
26 time should have been paid at Plaintiff’s and other current and former aggrieved, California hourly
27 non-exempt employees’ overtime rates of pay.

1 22. **Failure to pay current and former aggrieved, California hourly non-exempt**
2 **employees wages to compensate them for workdays Defendants failure to authorize or permit**
3 **required meal periods:** California law requires an employer to authorize or permit an employee an
4 uninterrupted meal period of no less than 30-minutes in which the employee is relieved of all duties
5 and the employer relinquishes control over the employee's activities prior to the employee's sixth
6 hour of work. Cal. Lab. Code §§ 226.7, 512; Wage Order 1-2001, 11; *Brinker Rest. Corp. v. Super*
7 *Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work
8 period of more than 10 hours per day without providing the employee with a second such meal period
9 of not less than 30 minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not
10 relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period
11 and counted as time worked. A paid "on duty" meal period is only permitted when: (1) the nature of
12 the work prevents an employee from being relieved of all duty; and (2) the parties have a written
13 agreement agreeing to on duty meal periods. If an employer fails to provide an employee a meal
14 period in accordance with the law, the employer must pay the employee one hour of pay at the
15 employee's regular rate of pay for each workday that a legally required meal period was not timely
16 provided or was not duty-free. *Id.*

17 23. Plaintiff and other current and former aggrieved, California hourly non-exempt
18 employees regularly worked shifts of more than five hours in length. Nevertheless, Defendants failed
19 to authorize or permit them to take an uninterrupted 30-minute meal break for every five hours of
20 work because Defendants' systematic company policy pressured and/or required employees to work
21 without receiving meal periods, or the meal breaks were interrupted, untimely, taken while working,
22 and/or were shorter than 30 minutes. Additionally, Defendants automatically deducted 30 minutes
23 from Plaintiff's and other current and former aggrieved, California hourly non-exempt employees'
24 daily hours worked and attributed that time to a first meal period regardless of whether they were
25 actually authorized or permitted to take timely, uninterrupted first meal periods of at least 30 minutes.

26 24. At times, Plaintiff and other current and former aggrieved, California hourly non-
27 exempt employees would work in excess of 10 hours which would entitle them to a second meal
28 period before the 10th hour of work. Defendants did not provide Plaintiff and other current and former

1 aggrieved, California hourly non-exempt employees with a second meal period when they worked in
2 excess of 10 hours.

3 25. Additionally, Defendants failed to pay Plaintiff and other current and former
4 aggrieved, California hourly non-exempt employees a “premium” wage (one hour of pay at the
5 employee’s regular rate of pay) for missed and/or non-compliant meal periods.

6 26. This practice resulted in Plaintiff and other current and former aggrieved, California
7 hourly non-exempt employees not receiving premium wages to compensate them for workdays which
8 Defendants did not provide them with required meal periods, in compliance with California law.

9 27. **Failure to pay current and former aggrieved, California hourly non-exempt**
10 **employees wages to compensate them for workdays Defendants failure to authorize or permit**
11 **required rest periods:** Defendants often employed Plaintiff and other current and former aggrieved,
12 California hourly non-exempt employees, for shifts over 4 hours in length.

13 28. California law states that “[e]very employer shall authorize and permit all employees
14 to take rest periods, which insofar as practicable shall be in the middle of each work period. The
15 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
16 minutes net rest time per four (4) hours or major fraction thereof. ... If an employer fails to provide
17 an employee a rest period in accordance with the applicable provisions of this order, the employer
18 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
19 workday that the rest period is not provided.” (Wage Order 1, subd. 12; see Lab. Code § 226.7.) Under
20 California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three and one-half to six
21 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of
22 more than 10 hours up to 14 hours, and so on.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004,
23 1029; Lab. Code §226.7; Wage Order 1, subd. 12.) Rest periods must be in the middle of each work
24 period. (Wage Orders, subd. 12.) If an employer fails to provide an employee a timely and legally
25 compliant rest period, the employer must pay the employee one hour of pay at the employee’s regular
26 rate of compensation for each work day that a legally required meal period was not provided or was
27 not duty free. (*Id.*).
28

1 29. Defendants failed to authorize or permit Plaintiff and other current and former
2 aggrieved, California hourly non-exempt employees to take an uninterrupted 10-minute rest period
3 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours
4 up to 10 hours, or 30 minutes for shifts of more than 10 hours up to 14 hours because Defendants'
5 systematic company policy pressured and/or required Plaintiff and other current and former
6 aggrieved, hourly non-exempt employees to work without receiving rest periods, or the rest breaks
7 were interrupted or were untimely.

8 30. Additionally, Defendants failed to pay Plaintiff and other current and former
9 aggrieved, California hourly non-exempt employees a "premium" wage (one hour of pay at the
10 employee's regular rate of pay) for non-compliant rest periods.

11 31. This practice resulted in Plaintiff and other current and former aggrieved, California
12 hourly non-exempt employees not receiving premium wages to compensate them for workdays which
13 Defendants did not provide them with required rest periods, in compliance with California law.

14 32. **Failure to provide complete and accurate wage statements:** California law requires
15 an employer to provide employees at the time of payment of their wages an accurate itemized
16 statement accurately listing all information required in Labor Code section 226, subdivision (a).

17 33. Defendants failed to provide accurate and complete wage statements to Plaintiff and
18 other current and former aggrieved, California hourly non-exempt employees. Defendants provided
19 wage statements which were incomplete and/or inaccurate because, as a result of the aforementioned
20 conduct (failure to pay minimum wages, overtime wages, overtime wages at the proper overtime rate,
21 meal and rest period premium wages), the wage statements inaccurately stated: the gross wages
22 earned and the net wages earned, total hours worked, and corresponding number of hours worked at
23 each hourly rate.

24 34. Defendant applied these policies and procedures to Plaintiff and other current and
25 former aggrieved, California hourly non-exempt employees in California which resulted in Defendant
26 failing to provide complete and accurate wage statements to Plaintiff and current and former
27 aggrieved, California hourly non-exempt employees in compliance with Labor Code section 226,
28 subdivision (a).

1 35. **Failure to pay former aggrieved, hourly non-exempt employees all wages due and**
2 **owing at the time of termination or resignation:** An employer is required to pay all unpaid wages
3 timely after an employee's employment ends. The wages are due immediately upon termination (Lab.
4 Code §201) or within 72 hours of resignation (Lab. Code §202).

5 36. Defendants failed to pay Plaintiff and other former aggrieved, California hourly non-
6 exempt employees with all wages as mentioned in more detail above (including unpaid minimum
7 wages, overtime wages, overtime wages at the proper overtime rate, and meal and rest period
8 premium wages) during their employment and never paid these amounts after Plaintiff or other former
9 aggrieved, California hourly non-exempt employees separated their employment with Defendants.
10 As a result, Defendants failed to pay those employees timely after each employee's termination and/or
11 resignation in violation of Labor Code sections 201 and 202.

12 37. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee,
13 on behalf of herself and other current or former employees, to bring a civil action to recover civil
14 penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

15 38. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
16 section 2699.3. Plaintiff filed notice with the Labor and Workforce Development Agency ("LWDA")
17 on February 4, 2020 and provided notice to Defendants by certified mail which provided notice of
18 the specific provisions of the Labor Code alleged to have been violated, including the facts and
19 theories to support the alleged violations. True and correct copies of Plaintiff's notice to the LWDA
20 and to Defendants is hereto attached as **Exhibit 1**.

21 39. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
22 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
23 within 65 days of the date of the complainant's written notice and/or Defendants may attempt to cure
24 for certain violations. The LWDA failed to provide the parties notice within 65 days of the date of
25 Plaintiff's letter that the LWDA intends to investigate Plaintiff's claims and/or Defendants failed to
26 cure any of the alleged violations which could have been cured.

27 40. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks, within the one year
28 prior to the mailing of the LWDA letter, civil penalties for Defendants' violations of Labor Code 201,

202, 203, 226, 226.7, 510, 512, 1194, 1197, and 1198, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 226.7, 1197, and 1198; one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, subd. (a), two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation, one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 226, subd. (a), seven hundred fifty dollars (\$750) for each employee [penalty amounts established by Labor Code sections 226, subd. (f)]

d. For violations of Labor Code section 510, 512, and 1194, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558]

41. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with her claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, ON HIS OWN BEHALF AND ON BEHALF OF OTHER CURRENT AND FORMER AGGRIEVED, HOULY NON-EXEMPT EMPLOYEES OF DEENDANTS IN CALIFONRIA, PRAYS AS FOLLOWS:

ON THE FIRST CAUSE OF ACTION:

1. That the Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and current and former employees;

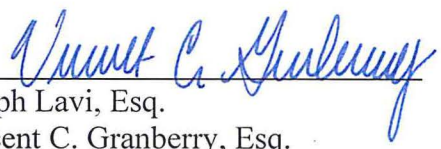
2. For any and all legally applicable penalties during the relevant statute of limitations subject to any permissible tolling, including but not limited to that recoverable under California Labor Code, including but not limited to sections 2699(f), 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, and 1198;

1 3. For attorneys' fees and costs of suit, including but not limited to that recoverable under
2 California Labor Code section 2699(g); and,

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate.

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6 Dated: April 22, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

7
8 By: 
9 Joseph Lavi, Esq.
10 Vincent C. Granberry, Esq.
11 Anwar D. Burton, Esq.
12 Attorneys for PLAINTIFF JESUS NAVARRO,
13 on behalf of himself and other current and former
14 aggrieved employees

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18 **DEMAND FOR JURY TRIAL**

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20 PLAINTIFF JESUS NAVARRO demands a trial by jury for himself and the other current and
21 former aggrieved, California hourly non-exempt employees on all claims so triable.
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23
24
25
26 Dated: April 22, 2020

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

27
28 By: 
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