

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Maureen Duffy-Lewis

**MESSRELIAN LAW INC.**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES**

ALEJANDRO LEAL,

Plaintiff,

vs.

LA SOLAR GROUP, INC; ARA  
PETROSYAN; and DOES 1 to 25,  
inclusive,

Defendants.

) CASE NO.: 22STCV07495

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) **COMPLAINT FOR DAMAGES FOR:**

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) **1) PRIVATE ATTORNEYS GENERAL**  
) **ACT ("PAGA");**

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COMES NOW Plaintiff, ALEJANDRO LEAL (hereinafter "Plaintiff"), and alleges as  
follows:

**PARTIES, JURISDICTION, and VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the  
County of Los Angeles in this judicial district because Defendants LA SOLAR GROUP, INC.;  
ARA PETROSYAN; and DOES 1 to 25, inclusive, (hereinafter collectively known as  
"Defendants"), do business in the County of Los Angeles, and because Defendants' obligations

1 and liabilities arise therein, and because the work that was performed by Plaintiff in the County  
2 of Los Angeles is the subject of this action. Moreover, Plaintiff's damages sought herein  
3 exceed \$25,000.

4 2. Plaintiff is a male resident of the County of Los Angeles, State of California.

5 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant  
6 LA SOLAR GROUP, INC. is a California corporation, doing business in the County of Los  
7 Angeles, State of California and which employs Plaintiff.

8 4. Plaintiff is informed and believes that Defendant ARA PETROSYAN is a male  
9 resident of the County of Los Angeles and is an individual that was acting on behalf of and was  
10 the owner/managing agent of LA SOLAR GROUP, INC. Plaintiff is including Defendant ARA  
11 PETROSYAN ("PETROSYAN") in this Complaint pursuant to California Labor Code section  
12 558.1 as he was involved in the day-to-day operations of the business and personally controlled  
13 the wages, hours, and/or working conditions of Plaintiff and other similarly situated aggrieved  
14 employees, including hourly, non-exempt workers. LA SOLAR GROUP, INC. and  
15 PETROSYAN are collectively referred to herein as "Defendant(s)" or "LA SOLAR GROUP".  
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18 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or  
19 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues  
20 them by these fictitious names. Plaintiff is informed and believes that each of the DOE  
21 defendants, numbers 1 to 25, reside in the State of California and are in some manner  
22 responsible for the conduct alleged herein. Upon discovering the true names and capacities of  
23 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names  
24 and capacities of these fictitiously named defendants.  
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26 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of  
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1 that information and belief, alleges that at all times herein mentioned, each of the remaining  
2 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and  
3 under the authority of their agency, employment, or representative capacity, with the consent  
4 of his/her codefendants.

### 5 **GENERAL ALLEGATIONS**

6 7. Plaintiff started working for LA SOLAR GROUP on or around August 2021 as an IT  
7 Administrator. Plaintiff is classified as an hourly, non-exempt employee and earns  
8 \$22.00/hour.

9 8. It is Plaintiff's position that LA SOLAR GROUP has committed numerous labor code  
10 violations against Plaintiff and other similarly situated aggrieved employees.

11 9. LA SOLAR GROUP did not provide Plaintiff and other similarly situated aggrieved  
12 employees with the minimum wages to which they were entitled for all work performed and  
13 did not compensate him and others for all hours worked pursuant to California Labor Code  
14 sections 1194, 1197 and 1197 .1. Plaintiff and others were not paid for all hours worked and  
15 consistently worked "off the clock". This is so because Plaintiff and others would consistently  
16 be required to perform work duties during lunch. Furthermore, during his employment tenure,  
17 Plaintiff noticed that the company would simply not pay him for all the actual hours worked  
18 and that he was being shorted. Plaintiff's clocked work hours did not correspond to his pay on  
19 his paychecks. In addition, Plaintiff couldn't even verify his hours because he was not given  
20 access to his paystubs despite numerous requests and even bringing the issue to HR's attention.  
21 Moreover, and as alluded to above, to the extent employees such as Plaintiff and others worked  
22 through their meal periods, they were not compensated for that time, which would be akin to a  
23 minimum wage violation. In addition, there are numerous instances wherein Plaintiff and  
24 others would clock out for work and then would be given job duties and tasks while "off the  
25 clock". Management was unequivocally aware of the latter and did not compensate Plaintiff  
26 and others for this "off the clock" work. Moreover, it was clearly part of the company policy to  
27 adjust the hours worked by employees and the company had a policy and practice of rounding  
28 down hours to the detriment of employees, who were not being paid for all hours worked.

1 10. Due to the above "off the clock" violations and as a matter of company policy, LA  
2 SOLAR GROUP violated Labor Code §510 because it failed to pay Plaintiff and other  
3 similarly situated aggrieved employees overtime, even though they worked more than 8 hours  
4 per day and/or 40 hours per week throughout their employment. Plaintiff's and others' actual  
5 work hours, which included the "off the clock" work as described above, entitled them to  
6 overtime, however, it was not company policy to keep accurate track of all hours worked and  
7 to pay employees overtime. In addition, the company did not include any bonus payments  
8 made to employees in calculating the employees' regular rate of pay for purposes of calculating  
9 their overtime rate of pay.

10 11. LA SOLAR GROUP violated Labor Code § 226.7 along with Industrial Welfare  
11 Commission Wage Order no. 4/7 because it failed to provide Plaintiff and other similarly  
12 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority  
13 portion thereof, throughout their employment. LA SOLAR GROUP did not completely relieve  
14 Plaintiff of all duty during said rest periods. LA SOLAR GROUP did not pay to Plaintiff one  
15 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or  
16 more statutory rest periods was not provided. Rest breaks were not authorized or enforced. In  
17 fact, it was not part of LA SOLAR GROUP's culture for employees such as Plaintiff and others  
18 to take at least one 10-minute rest break every day wherein they are relieved of all work duties.  
19 Breaks were simply not a part of the policies and practices of LA SOLAR GROUP. In fact,  
20 Plaintiff was informed by management that he was affirmatively NOT allowed to take breaks.

21 12. LA SOLAR GROUP also violated Labor Code §§ 512 and 226.7 along with Industrial  
22 Welfare Commission Wage Order No. 4/7 because it failed to provide Plaintiff and other  
23 similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for  
24 every five (5) hours of work throughout their employment, and Plaintiff did not validly waive  
25 said meal periods. LA SOLAR GROUP did not completely relieve Plaintiff of all duties during  
26 said meal periods. LA SOLAR GROUP did not pay to Plaintiff one additional hour of pay at  
27 Plaintiff's regular rate of compensation for each workday that one or more statutory meal  
28 periods was not provided. If LA SOLAR GROUP had Plaintiff sign a meal period waiver, it

1 would not be valid and enforceable since Plaintiff and others generally worked more than a 6-  
2 hour shift. If LA SOLAR GROUP had Plaintiff sign an on-duty meal period agreement  
3 wherein Plaintiff agreed to work through his meal period, it would also be invalid and  
4 unenforceable because the nature of Plaintiff's job does not prevent him from taking a meal  
5 period. As such, Plaintiff and others did not always receive statutory, timely meal periods  
6 during their employment. As mentioned above, Plaintiff was informed on numerous occasions  
7 that he was NOT allowed to take his meal break and would be fired by the owner and needs to  
8 do his work. As such, Plaintiff started to become afraid of taking statutory breaks. In addition,  
9 if meal breaks were taken, they would be provided late and after the 5th hour worked or would  
10 be interrupted in contravention of California law. As was the case with rest periods, meal  
11 breaks were definitively not part of the LA SOLAR GROUP's culture. The meal periods were  
12 not authorized and were not enforced.

13 13. Furthermore, during the relevant time period and due to the above labor code  
14 violations, LA SOLAR GROUP failed to pay Plaintiff and other similarly situated aggrieved  
15 employees all wages due to them within any time period specified by California Labor Code  
16 section 204, including the minimum wages and overtime as described above as well as  
17 meal/rest break premiums.

18 14. LA SOLAR GROUP was also in violation of California Labor Code section 226(a) by  
19 not providing access to paystubs and failing to include pertinent information on the wage  
20 statements, including but not limited to, all hours worked, gross wages earned, net wages  
21 earned, all deductions, premium payments for meal and rest breaks, the correct legal name and  
22 address of the employer, the correct beginning and end of the pay period, all applicable hourly  
23 rates, and all identifying employee information, among other items. As such, LA SOLAR  
24 GROUP did not provide Plaintiff and other similarly situated aggrieved employees with  
25 complete, accurate itemized wage statements.

26 15. LA SOLAR GROUP violated Labor Code § 203 because it willfully failed to pay other  
27 similarly situated aggrieved employees earned and due wages upon separation of employment,  
28 either immediately upon involuntary termination, or within 72 hours of resignation. These  
earned but unpaid wages include compensation for all hours worked including minimum wages

1 and overtime compensation, and premiums for the missed meal and rest breaks.

2 16. During the relevant time period, LA SOLAR GROUP also failed to keep accurate and  
3 complete payroll records showing the actual hours worked per day (including the time for meal  
4 periods) and the wages paid to Plaintiff and other aggrieved employees pursuant to California  
5 Labor Code sections 1174(d).

6 17. During the relevant time period, Plaintiff and other aggrieved employees incurred  
7 necessary, business-related expenses and costs that were not reimbursed by LA SOLAR  
8 GROUP . These costs include, but are not limited to, use of personal cell phone for work  
9 purposes. Accordingly, LA SOLAR GROUP was in violation of California Labor Code  
10 sections 2800 and 2802.

11 18. Moreover, LA SOLAR GROUP failed to provide sick pay pursuant to Labor Code  
12 sections 232 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff  
13 and other aggrieved employees in violation of Labor Code Section 3700.5.

### 14 **FIRST CAUSE OF ACTION**

#### 15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **Individual and Representative Claim for PAGA penalties under California Labor Code**  
17 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**  
18 **1194, 1197, 1198, 2802, and the applicable Industrial Welfare Commission Wage Order**  
19 **Nos. 4-2001/7-2001**

20 **(Plaintiff Against All Named Defendants and all DOE Defendants)**

21 19. Plaintiff re-alleges and incorporates by reference each and every allegation in  
22 paragraphs 1 through 18, inclusive, of this Complaint as though fully set forth herein.

23 20. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
24 Defendants of the specific violations of the California Labor Code that Defendants  
25 and DOE defendants have violated and continue to violate.

26 21. Pursuant to California Labor code section 2699.3, no response was received from the  
27 LWDA within 65 days of the postmark date of the above-alleged letter.

28 22. Plaintiff therefore has exhausted all administrative remedies required of him under  
California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this

1 cause of action and pursue penalties in a representative action for Defendants' violations of the  
2 Labor Code.

3 23. Pursuant to California Labor Code section 2699, any provisions of the Labor Code  
4 that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
5 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
7 on behalf of himself or herself and other current or former employees pursuant to the  
8 procedures specified in California Labor Code section 2699.3.

9 24. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
10 violator and had one or more of the alleged violations committed against him, and therefore is  
11 properly suited to represent the interests of other current and former hourly, non-exempt  
12 employees who worked for LA SOLAR GROUP in the State of California at any and all  
13 locations during the PAGA period.

14 25. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks  
15 penalties under California Labor Code sections 2698 and 2699 because of Defendants'  
16 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

17 26. Plaintiff therefore has exhausted all administrative remedies required of him under  
18 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
19 cause of action and pursue penalties in a representative action for Defendants' violations of the  
20 Labor Code.

21 27. California Labor Code section 2699 et seq. imposes penalties upon culpable  
22 Defendants for violating the Labor Code.

23 28. California Labor Code section 558 establishes a civil penalty as follows: Any  
24 employer or other person action on behalf of an employer who violates, or causes to be  
25 violated, a section of this chapter or any provision regulating hours and days of work in any  
26 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section  
27 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty  
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1 dollars (\$50) for each underpaid employee for each pay period for which the employee was  
2 underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid  
3 employee for each pay period for which the employee was underpaid ...;

4 29. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by  
5 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not  
6 seeking individual/victim specific relief or underpaid wages under this particular cause of  
7 action.

8 30. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for  
9 the following:

10 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210,  
11 226, 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802, and  
12 3700.5 via 2698 and 2699 any other Labor Codes and Wage Orders (including no. 4/7)  
13 violated on the facts alleged in this Complaint.

14 31. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,  
15 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved  
16 employees as alleged herein in an amount to be shown according to proof at trial and within the  
17 jurisdictional limits of this Court.

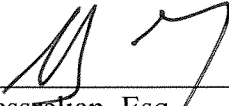
18 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as  
19 follows:

- 20 1. For the imposition of civil penalties;
- 21 2. For maximum civil penalties available under Labor Code Section 2699  
22 against Defendants in a manner and amount authorized by that statute, as described  
23 more particularly in the Complaint and representative PAGA claims;
- 24 3. For all costs and disbursements incurred in this suit;
- 25 4. Reasonable attorney's fees where available by law, including but not limited to,  
26 pursuant to the California Labor Code, including section 2698 et seq., and/or other  
27 applicable laws; and  
28

1        5. For such other and further relief as this Court may deem proper.  
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3 DATED: March 1, 2022

***MESSRELIAN LAW INC.***

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5 By  \_\_\_\_\_  
6 Harout Messrelian, Esq.  
7 Attorneys for Plaintiff Alejandro Leal  
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