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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LUIS ROJAS, on behalf of the State of
California and other aggrieved persons,

Plaintiff,

v.

CRITERION SUPPLY, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: **25STCV13285**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff LUIS ROJAS (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation
3 and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant CRITERION SUPPLY, INC. and
6 DOES 1 through 10 (CRITERION SUPPLY, INC. and DOES 1 through 10 are collectively referred
7 to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California
8 Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours
9 worked (including minimum, straight time, and overtime wages), failure to provide meal periods,
10 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked
11 and meal periods, failure to furnish accurate wage statements, and failure to indemnify for
12 necessary expenditures.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his or
16 her family, it is essential to the public welfare that employers obey the wage-and-hour laws so that
17 employees are promptly paid the minimum/overtime wages that the Legislature has required for
18 employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution, or
21 other damages other than civil penalties—California has enacted the PAGA to permit an individual
22 to bring an action for PAGA penalties only, which is the precise and sole nature of this action.

23 3. All California employees during the relevant statutes of limitations who are or
24 were harmed by Defendant’s illegal practices are “Aggrieved Employees.” The Aggrieved
25 Employees worked for Defendant as hourly-paid or non-exempt employees within the
26 applicable statutory period.

27 4. Plaintiff brings this action against Defendants seeking only to recover penalties
28 on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State

1 of California. Plaintiff does not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiff does not seek underlying general and/or special
4 damages for those violations, but simply penalties as permitted by California Labor Code
5 Section 2699, declaratory relief, and injunctive relief for himself and all Aggrieved Employees
6 as permitted by the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including Los Angeles County. As such and based
9 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
10 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
11 ("IWC"), and the California Business & Professions Code.

12 6. On information and belief, Defendants, and each of them were on actual and
13 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
14 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
15 willful and deliberate.

16 7. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
18 foregoing paragraphs as the employers of Plaintiff and the Aggrieved Employees. Further,
19 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
20 the doctrine of "respondeat superior".

21 **THE PARTIES**

22 **A. Plaintiff**

23 8. Plaintiff LUIS ROJAS is a resident of Los Angeles County, California who worked
24 for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
25 approximately July 2023 to approximately October 2024.

26 **B. Defendants**

27 9. Plaintiff is informed and believes, and based upon that information and belief
28 alleges, that Defendant CRITERION SUPPLY, INC. is, and at all times herein mentioned, was:

1 (a) A California corporation qualified to do business and actually conducting
2 business in numerous counties throughout the State of California, including
3 in Los Angeles County; and

4 (b) The former employer of Plaintiff and the current and/or former employer of
5 the Aggrieved Employees because Defendant CRITERION SUPPLY, INC.
6 suffered and permitted Plaintiff and the Aggrieved Employees to work,
7 and/or controlled their wages, hours, or working conditions.

8 10. Plaintiff does not know the true names or capacities of the persons or entities sued
9 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
10 of the Doe Defendants was in some manner legally responsible for the damages suffered by
11 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set
12 forth the true names and capacities of these Defendants when they have been ascertained, together
13 with appropriate charging allegations, as may be necessary.

14 11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive,
15 and each of them, were residents of, doing business in, availed themselves of the jurisdiction
16 of, and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the
17 State of California.

18 12. Plaintiff is informed and believes and thereon alleges that at all relevant times each
19 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
20 employees and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
21 believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner,
22 joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor
23 in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some
24 or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
25 of the other Defendants so as to be liable for their conduct with respect to the matters alleged below.
26 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the
27 scope of the relationships alleged above, that each Defendant knew or should have known about, and
28 authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 13. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-
3 paid, non-exempt employee from approximately July 2023 to approximately October 2024. During
4 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
5 him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
6 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
7 hours in a workday and/or more than forty (40) hours in a workweek.

8 14. Throughout Plaintiff's employment, Defendants committed numerous labor code
9 violations under state law. As discussed below, Plaintiff's experience working for Defendants was
10 typical and illustrative.

11 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time, and**
12 **Overtime Wages**

13 15. Under California law, an employer must pay for all hours worked by an employee.
14 "Hours worked" is the time during which an employee is subject to the control of an employer
15 and includes all the time the employee is suffered or permitted to work, whether or not required
16 to do so.

17 16. Labor Code § 510 provides that employees in California shall not be employed more
18 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
19 compensation beyond their regular wages in amounts specified by law.

20 17. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
21 be employed more than eight hours in any workday unless they receive additional compensation
22 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
23 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

24 18. Throughout the statutory period, Defendants maintained a policy and practice of not
25 paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight
26 time, and overtime wages. Defendants required Plaintiff and the Aggrieved Employees to work
27 "off-the-clock," uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees
28 to perform work prior to clocking in for the workday, during unpaid meal periods, and after

1 clocking out for the workday. Some of this unpaid work should have been paid at the overtime
2 rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of
3 the hours Plaintiff and the Aggrieved Employees worked.

4 **B. Failure to Provide Meal Periods**

5 19. Under California law, employers have an affirmative obligation to relieve
6 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
7 start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute,
8 duty-free meal period no later than the start of the eleventh hour of work in a workday. Further,
9 employees are entitled to be paid one hour of additional wages for each workday they were not
10 provided with all required meal period(s).

11 20. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff
12 and the Aggrieved Employees with their legally mandated meal periods. Defendants regularly, but
13 not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive
14 hours a day without providing an uninterrupted and duty-free meal period for every five hours of
15 work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were
16 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
17 continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring,
18 or encouraging them to perform work tasks which could not be completed without working in lieu
19 of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees
20 permission to take a meal period. Accordingly, Defendants' policy and practice was not to provide
21 meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

22 21. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
23 additional wages for each workday he or she was not provided with all required meal period(s).
24 Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional
25 wages to which they were entitled for meal periods that were not provided.

26 **C. Failure to Authorize and Permit Rest Periods**

27 22. Employers are required by California law to authorize and permit breaks of ten
28 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than

1 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
2 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
3 a violation of California's rest break laws.

4 23. Throughout the statutory period, Defendants have wrongfully failed to authorize
5 and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods.
6 Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four
7 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
8 uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours),
9 or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not
10 authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the
11 Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which
12 could not be completed without working in lieu of taking mandatory rest periods, or by denying
13 Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants'
14 policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take
15 rest periods in compliance with California law.

16 24. Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of
17 additional wages for each workday he or she was not authorized and permitted to take all required
18 rest periods. Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees
19 the additional wages to which they were entitled for rest periods and that they were not authorized
20 and permitted to take.

21 **D. Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

22 25. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to
23 California Labor Code § 1174.5, any person, including any entity, employing labor who willfully
24 fails to maintain accurate and complete records required by California Labor Code § 1174 is subject
25 to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall
26 keep time records showing when the employee begins and ends each work period. Meal periods
27 and total hours worked daily shall also be recorded.

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26. Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

27. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

E. Failure to Furnish Accurate Itemized Wage Statements

28. Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

1 29. The statute further provides: “An employee suffering injury as a result of a knowing
2 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
3 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
4 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
5 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
6 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

7 30. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
8 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
9 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
10 that were not provided in accordance with California law, and correct wages for rest periods that
11 were not authorized and permitted to take in accordance with California law).

12 31. Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
13 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff
14 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
15 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
16 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

17 **F. Failure to Indemnify for Necessary Expenditures**

18 32. Labor Code § 2802(a) provides that employers shall indemnify his or her employees
19 for all necessary business expenditures or losses that have been incurred by the employees in direct
20 discharge of his or her duties. Throughout the statute of limitations period applicable to this cause
21 of action, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses
22 that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Aggrieved
23 Employees regularly paid out-of-pocket for necessary employment-related expenses, including,
24 without limitation, use of personal cell phones, use of personal vehicles, and work tools. Plaintiff
25 and the Aggrieved Employees incurred substantial expenses as a direct result of performing their
26 job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Aggrieved
27 Employees for these employment-related expenses.

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1 **FIRST CAUSE OF ACTION**

2 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
3 **2004, Cal. Lab. Code § 2698 et seq.)**

4 33. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
5 fully set forth herein.

6 34. At all times herein mentioned, Defendants were subject to the Labor Code of the
7 State of California and the applicable IWC Orders.

8 35. California Labor Code § 2699(a) specifically provides for a private right of action
9 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law,
10 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
11 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
12 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a
13 civil action brought by an aggrieved employee on behalf of himself or herself and other current or
14 former employees pursuant to the procedures specified in Section 2699.3.”

15 36. Plaintiff has exhausted his administrative remedies pursuant to California Labor
16 Code § 2699.3. On February 13, 2025, he gave written notice by online filing to the Labor and
17 Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific
18 provisions of the Labor Code that Defendants have violated against Plaintiff and current and former
19 Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid
20 the filing fee February 13, 2025. Plaintiff’s PAGA case number is LWDA-CM-1079821-25.

21 37. The statute of limitations is tolled while a plaintiff exhausts his or her
22 administrative remedies with California’s LWDA prior to suit, which is required by the statute.
23 (*See* Labor Code § 2699.3(d).)

24 38. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA
25 has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice.
26 Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant
27 to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but
28 are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

39. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

40. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify for necessary expenditures;

2. An award of civil penalties on behalf of himself and all similarly aggrieved employees pursuant to PAGA;

3. Pre-judgment and post-judgment interest at the maximum rate allowed;

4. Attorneys' fees and costs reasonably incurred;

5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

6. Such other and further relief that the Court deems proper.

Dated: May 6, 2025

Respectfully submitted,
WILSHIRE LAW FIRM

By:

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