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County of Alameda

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By: Damaree Franklin,
Deputy Clerk

1 John G. Yslas (SBN 187324)
2 john.yslas@wilshirelawfirm.com
3 William M. Pao (SBN 219846)
4 william.pao@wilshirelawfirm.com
5 Refugio Ortega-Carrillo (SBN 346933)
6 refugio.ortegacarrillo@wilshirelawfirm.com
7 **WILSHIRE LAW FIRM, PLC**
8 3055 Wilshire Boulevard, 12th Floor
9 Los Angeles, California 90010
10 Telephone (213) 381-9988
11 Facsimile (213) 381-9989

12 Attorneys for *Plaintiff*
13 ALEX ROJAS

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ALAMEDA**
16 **COMPLEX CIVIL LITIGATION**

17 ALEX ROJAS, individually, and on behalf of the
18 State of California and other aggrieved persons,

19 *Plaintiff,*

20 v.

21 SAGA KAPITAL GROUP, INC., a California
22 corporation; and DOES 1 through 10, inclusive,

23 *Defendants.*

Case No. **25CV126142**

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

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

Plaintiff Alex Rojas (“Plaintiff”), on information and belief, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action individually, and on behalf of the State of California and other aggrieved persons, against Defendant Saga Kapital Group, Inc., and DOES 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours worked (minimum and straight time wages), failure to pay all earned wages twice per month, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

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

3. All California employees during the relevant period who are or were harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees worked for Defendants as hourly-paid or non-exempt employees within the applicable period.

4. Plaintiff brings this action against Defendants seeking only to recover penalties on behalf of Plaintiff individually, on behalf of certain Aggrieved Employees that worked for Defendants, and on behalf of the State of California. Plaintiff does not seek to recover anything other than penalties as permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California

1 Labor Code Section 2699, declaratory relief, and injunctive relief for Plaintiff individually, and
2 certain Aggrieved Employees as permitted by the PAGA.

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

8 6. On information and belief, Defendants were on actual and constructive notice of the
9 improprieties alleged herein and intentionally refused to rectify their unlawful conduct.
10 Defendants' violations, as alleged above, during all relevant times herein were willful and
11 deliberate.

12 7. At all relevant times, Defendants were and are legally responsible for all of the
13 unlawful conduct, policies, acts and omissions as described in each and all of the foregoing
14 paragraphs as the employer of Plaintiff and Aggrieved Employees. Further, Defendants are
15 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
16 "respondeat superior."

17 **THE PARTIES**

18 8. Plaintiff Alex Rojas is a resident of Oakland, California.

19 9. Plaintiff is informed and believes, and based upon that information and belief
20 alleges, that Defendant Saga Kapital Group, Inc. is, and at all times herein mentioned, was:

21 (a) A business entity conducting business in numerous counties throughout the
22 State of California; and,

23 (b) The former employer of Plaintiff, and the current and/or former employer of
24 Aggrieved Employees, because Defendant Saga Kapital Group, Inc. suffered
25 and permitted Plaintiff and Aggrieved Employees to work; and/or controlled
26 their wages, hours, or working conditions; and or engaged Plaintiff and
27 Aggrieved Employees, thereby creating a common law employment
28 relationship.

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

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

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

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

24 13. Plaintiff worked for Defendants in Alameda County, California as an hourly-paid,
25 non-exempt employee from approximately May 2024 to the present. At all times, Defendants paid
26 Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime.

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

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

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

16. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and certain Aggrieved Employees for all hours worked, including minimum wages and straight time wages. Defendants, at times, required Plaintiff and certain Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Plaintiff and certain Aggrieved Employees to perform work during uncompensated meal periods and/or requiring Plaintiff and certain Aggrieved Employees to perform work after clocking out for the workday. In failing to pay for all hours worked, Defendants also failed, at times, to maintain accurate records of the hours Plaintiff and certain Aggrieved Employees worked.

B. Failure to Pay All Earned Wages Twice Per Month

17. Based on Defendants' failure to pay Plaintiff and certain Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

18. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including for all minimum and straight time hours worked. However, Defendants, at times, failed and refused to pay the employees all wages due, and failed, at times, to pay those wages twice a month, in that employees were not paid all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiff and certain Aggrieved Employees suffered damages in those amounts.

C. Failure to Timely Pay All Wages at Termination

19. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,

1 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
2 an employee voluntarily leaves his or her employment, his or her wages shall become due and
3 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
4 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
5 to his or her wages at the time of quitting.

6 20. Within the applicable period, the employment of Plaintiff and many other
7 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
8 employment of others will be terminated. However, during the relevant time period, Defendants at
9 times failed, and continue to fail, to pay Plaintiff and certain terminated Aggrieved Employees,
10 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the
11 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
12 These unpaid wages include wages for unpaid work time (including minimum and straight time
13 wages).

14 21. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
15 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
16 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
17 at the same rate until paid or until an action is commenced; but the wages shall not continue for
18 more than thirty (30) days.

19 22. Accordingly, Plaintiff and Aggrieved Employees, or some of them, are entitled to
20 recover from Defendants their additionally accruing wages for each day they were not paid, at their
21 regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

22 **D. Failure to Furnish Accurate Itemized Wage Statements**

23 23. Labor Code § 226(a) provides that every employer shall furnish each of his or her
24 employees an accurate itemized wage statement in writing showing nine pieces of information,
25 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
26 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be aggregated
28 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).)

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

25. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked). Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees, or some of them, suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees, or some of them, are entitled to recover damages from Defendants including the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of liability.

E. Failure to Indemnify for Necessary Expenditures

26. Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the period applicable to this cause of action, Defendants wrongfully required Plaintiff and certain Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and similarly Aggrieved Employees, or

1 some of them, paid out-of-pocket for necessary employment-related expenses, including, without
2 limitation, cell phone expenses. Plaintiff and similarly Aggrieved Employees, or some of them,
3 incurred substantial expenses as a direct result of performing their job duties for Defendants, but
4 Defendants failed, at times, to indemnify Plaintiff and certain Aggrieved Employees for these
5 employment-related expenses.

6 27. As a result, Defendants are liable to Plaintiff and certain Aggrieved Employees for
7 the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify
8 Plaintiff and Aggrieved Employees for necessary business expenditures.

9 **FIRST CAUSE OF ACTION**

10 **(By All Plaintiffs Against All Defendants for Civil Penalties Under the Private Attorneys**
11 **General Act of 2004, Cal. Lab. Code § 2698 et seq.)**

12 28. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though
13 fully set forth herein.

14 29. At all times herein mentioned, Defendants were subject to the Labor Code of the
15 State of California and the applicable IWC Orders.

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

23 31. Plaintiff gave written notice by online filing pursuant to California Labor Code §
24 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
25 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
26 certain current and former Aggrieved Employees, or some of them, including the facts and theories
27 to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-
28 CM-1077572-25. The Labor and Workforce Development Agency has not indicated that it intends

1 to investigate Defendants' Labor Code violations discussed in the notice. Plaintiff hereby
2 commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for
3 the violations of the Labor Code described in this Complaint. These penalties include, but are not
4 limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

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

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

13 **PRAYER FOR RELIEF**

14 Plaintiff, individually, and on behalf of the State of California, and on behalf of all similarly
15 Aggrieved Employees, prays for relief and judgment against Defendants, jointly and severally, as
16 follows:

17 1. That the Court declare, adjudge and decree that Defendants violated the California
18 Labor Code by failing to pay for all hours worked (minimum and straight time wages), failing to
19 pay all earned wages twice per month, failing to timely pay final wages, failing to furnish accurate
20 wage statements, and failing to indemnify for necessary expenditures;

21 2. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the
22 State of California, and all similarly Aggrieved Employees pursuant to PAGA;

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

24 4. Attorneys' fees and costs reasonably incurred;

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

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

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DATED: June 10, 2025

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: *Refugio Ortega-Carrillo*
JOHN G. YSLAS
WILLIAM M. PAO
REFUGIO ORTEGA-CARRILLO
Attorneys for *Plaintiff*
ALEX ROJAS