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STEPHANIE GUZMAN

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES

11 UNLIMITED JURISDICTION

12 STEPHANIE GUZMAN, on behalf of herself
and all other aggrieved employees, and the
13 general public,

14 *Plaintiff,*

15 v.

16 ROTH STAFFING COMPANIES, L.P., a
California Limited Partnership; and DOES 1
17 through 50, inclusive,

18 *Defendants.*

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Superior Court of California,
County of Los Angeles
8/19/2025 2:16 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Case No. **25STCV24424**

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff STEPHANIE GUZMAN ("Plaintiff"), on behalf of herself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants ROTH STAFFING
5 COMPANIES, L.P., a California Limited Partnership; and DOES 1 through 50, inclusive,
6 (collectively referred to as "Defendants") for alleged violations of the Labor Code. As set forth
7 below, Plaintiff alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to reimburse them for all necessary business expenses;

14 (6) failed to provide them with accurate written wage statements; and

15 (7) failed to pay them all of their final wages following separation of employment.

16 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
17 penalties, and related relief on behalf of herself and all other aggrieved employees, and the State of
18 California.

19 **JURISDICTION AND VENUE**

20 2. This Court has subject matter jurisdiction to hear this case because the penalties sought
21 by Plaintiff from Defendants exceeds the minimal jurisdictional limits of the Superior Court of the
22 State of California.

23 3. Venue is proper in COUNTY OF LOS ANGELES pursuant to Code of Civil
24 Procedure §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the
25 transactions that are the subject matter of this Complaint occurred therein and/or each defendant is
26 found, maintains offices, transacts business, and/or has an agent therein.

27 **PARTIES**

28 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual

1 residing in the State of California.

2 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant ROTH
3 STAFFING COMPANIES, L.P. is, and at all relevant times mentioned herein, a California Limited
4 Partnership doing business in the State of California.

5 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
6 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
8 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
9 fictitiously named defendants are responsible in some manner for the occurrences, acts and
10 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
11 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
12 capacities of the DOE defendants when ascertained.

13 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
14 mentioned herein, some or all of the defendants were the representatives, agents, employees,
15 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
16 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
17 and scope of such relationship and with the full knowledge, consent, and ratification by such other
18 defendants.

19 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

20 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
21 approximately January 15, 2025, through February 18, 2025.

22 **Missed Meal Periods**

23 9. Plaintiff and the aggrieved employees were not provided with meal periods of at
24 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not
25 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
26 shift with not enough workers; (3) imposing so much work on each employee such that it made it
27 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
28 time; and (4) no formal written meal and rest period policy that encouraged employees to take their

1 meal and rest periods.

2 10. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
3 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
4 (5) hours worked due to complying with Defendants' productivity requirements that required
5 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
6 assignments on time.

7 **Missed Rest Periods**

8 11. Plaintiff and the aggrieved employees were not provided with rest periods of at least
9 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
10 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
11 understaffing each work shift with not enough workers; (3) imposing so much work on each
12 employee such that it made it unlikely that an employee would be able to take their breaks if they
13 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
14 encouraged employees to take their meal and rest periods.

15 12. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
16 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
17 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
18 and the aggrieved employees to work through their rest periods in order to complete their
19 assignments on time.

20 **Expense Reimbursement**

21 13. Plaintiff and the aggrieved employees were required to utilize their own personal cell
22 phones to perform their job duties.

23 14. Plaintiff and the aggrieved employees were not reimbursed for business expenses
24 incurred in using their personal cell phones to perform job-related duties, such as clocking in and
25 out and providing language translations for clients.

26 15. In addition, Plaintiff and the aggrieved employees were not paid at least two times
27 the minimum wage for all hours worked.

28 16. Defendants failed to reimburse Plaintiff and the aggrieved employees for such

1 necessary business expenses incurred by them.

2 **Wage Statements**

3 17. Plaintiff and the aggrieved employees were not provided with accurate wage
4 statements as mandated by law pursuant to Labor Code § 226.

5 18. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
6 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
7 clock” work were not included.

8 19. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
9 worked by the employee” were not accurately reflected in that all hours worked, including overtime
10 and “off-the-clock” work were not included.

11 20. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
12 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
13 clock” work were not included.

14 21. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee” were not accurately reflected in that all hours worked, including
17 overtime and “off-the-clock” work were not included.

18 **FIRST CAUSE OF ACTION**

19 **CIVIL PENALTIES**

20 **(Lab. Code §§ 2698 *et seq.*)**

21 22. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

22 23. During the applicable limitations period, Defendants have violated Labor Code §§
23 201, 202, 203, 204, 223, 226(a), 226.7, 512, 1194, 1197, 1198, and 2802.

24 24. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
25 herself and other current and former employees, to bring a representative civil action to recover
26 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
27 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

28 25. Plaintiff, a former employee against whom Defendants committed one or more of the

1 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
2 within the meaning of Labor Code § 2699(c).

3 26. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
4 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
5 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
6 intent to investigate.

7 27. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
8 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 512,
9 1194, 1197, 1198 and 2802:

10 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
11 2802, one hundred dollars (\$100) for each employee per pay period for each
12 initial violation and two hundred dollars (\$200) for each employee per pay
13 period for each subsequent violation (penalties set by Labor Code §
14 2699(f)(2));

15 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
16 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

17 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional,
19 two hundred dollars (\$200) for each employee, plus 25% of the amount
20 unlawfully withheld from each employee, for each initial violation that was
21 either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 210);

26 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
27 employee for each initial violation that was neither willful nor intentional,
28 two hundred dollars (\$200) for each employee, plus twenty-five percent

(25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

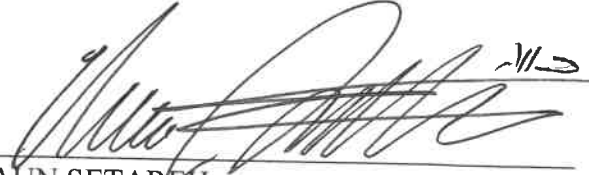
WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

(1) Declaratory relief;

- 1 (2) Pre-judgment interest;
2 (3) Civil penalties;
3 (4) Costs of suit;
4 (5) Reasonable attorneys' fees; and
5 (6) Such other relief as the Court deems just and proper.
6

7 Dated: August 18, 2025

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