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David W. Slayton,
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5 Attorney for Plaintiff LESTER PEREZ
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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10 UNLIMITED JURISDICTION

11 LESTER PEREZ, on behalf of himself and all
12 others similarly situated, and the general
public,

13 *Plaintiff,*

14 v.

15 LIBERTY MUTUAL INSURANCE
16 COMPANY, a Massachusetts Stock
Corporation; and DOES 1 through 50,
17 inclusive,

18 *Defendants.*

Case No. 26STCV01456

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff LESTER PEREZ (“Plaintiff”), on behalf of himself and all others similarly
2 situated, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants LIBERTY MUTUAL
5 INSURANCE COMPANY, a Massachusetts Stock Corporation; and DOES 1 through 50,
6 inclusive, (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As
7 set forth 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 pay them overtime wages at the correct rate;
- 14 (6) failed to pay them double time wages at the correct rate;
- 15 (7) failed to reimburse them for all necessary business expenses;
- 16 (8) failed to provide them with accurate written wage statements; and
- 17 (9) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this representative action to recover civil
19 penalties, and related relief on behalf of himself and all others similarly situated, all other
20 aggrieved employees, and the State of California.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
23 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
24 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

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

1 **PARTIES**

2 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
3 residing in the State of California.

4 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant LIBERTY
5 MUTUAL INSURANCE COMPANY is, and at all relevant times mentioned herein, a
6 Massachusetts Stock Corporation doing business in the State of California.

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

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

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

22 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
23 approximately May 20, 2024, through March 13, 2025.

24 **Off-the-Clock Work**

25 1. Plaintiff and the putative class were not paid all wages earned as Defendants
26 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
27 clock work.

28 2. Plaintiff and the putative class regularly started work before their scheduled work

1 hours, and continued working after their scheduled work hours, and were not paid for this time.
2 Plaintiff and the putative class were instructed by their trainers and managers to write on their
3 timesheets that they worked only their normal shift hours, despite being required to watch training
4 videos and perform other tasks before and after their shifts.

5 3. As a result of performing off-the-clock work that was directed, permitted, or
6 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
7 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
8 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
9 working off-the-clock.

10 4. Defendants knew or should have known that Plaintiff and the putative class were
11 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
12 putative class for these hours.

13 5. Defendants were aware of this practice and directed, permitted, or otherwise
14 encouraged Plaintiff and the putative class to perform off-the-clock work.

15 6. As a result of Defendants' policies and practices, Plaintiff and the putative class were
16 not paid for all hours worked.

17 **Missed Meal Periods**

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

25 8. Plaintiff and the putative class often took their meal periods after the 5th hour of
26 work, if they received one at all. Plaintiff and the putative class were instructed to write on their
27 timesheets that they received their meal period before the fifth hour of work.

28 9. As a result of Defendants' policy, Plaintiff and the putative class were regularly not

1 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
2 worked due to complying with Defendants' productivity requirements that required Plaintiff and
3 the putative class to work through their meal periods in order to complete their assignments on
4 time.

5 **Missed Rest Periods**

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

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

17 **Misclassification as Exempt Employee**

18 12. Plaintiff and the putative class were also misclassified as exempt employees when
19 in fact they were non-exempt. Plaintiff and the putative class regularly worked more than eight
20 hours each workday, and more than forty hours each workweek. Plaintiff and the putative class
21 were paid a fixed salary regardless of the hours they worked and were paid and/or to be paid based
22 solely on commissions. Moreover, Plaintiff and the putative class were required to consult upper
23 management to get approvals for every settlement, they did not have discretion and independent
24 judgment.

25 13. Plaintiff and the putative class did not perform duties for more than fifty percent
26 (50%) of their time worked, such that would qualify them to be exempt employees under the
27 Professional, Executive, or Administrative exemptions.

28 14. Nor were Plaintiff and the putative class properly classified under the Outside

1 Salesperson exemption as they did not perform their duties away from the employer's place of
2 business for more than fifty percent (50%) of their time worked. The employer's "place of
3 business" is any fixed location, including the salesperson's home, that the salesperson uses as a
4 place of business. (29 C.F.R. § 541.502, ["Thus, any fixed site, whether home or office, used by a
5 salesperson as a headquarters or for telephonic solicitation of sales is considered one of the
6 employer's place of business, even though the employer is not in any formal sense the owner or
7 tenant of the property."])).

8 15. Accordingly, Plaintiff and the putative class were entitled to all the protections
9 afforded to them as non-exempt employees under California law.

10 16. As a result of being misclassified as exempt employees, the time worked by
11 Plaintiff and the putative class were not accurately recorded by the timekeeping system utilized by
12 Defendants and therefore resulted in the failure to pay Plaintiff and the putative class for all hours
13 actually worked and overtime compensation.

14 **Expense Reimbursement**

15 17. Plaintiff and the putative class members were required to utilize their personal
16 vehicles, utilities and Wi-Fi for business related purposes.

17 18. Plaintiff and the putative class members were not reimbursed for business expenses
18 incurred in use of their personal vehicles, utilities and Wi-Fi.

19 19. Defendants failed to reimburse Plaintiff and the putative class for such necessary
20 business expenses incurred by them.

21 **Wage Statements**

22 20. Plaintiff and the putative class were not provided with accurate wage statements as
23 mandated by law pursuant to Labor Code § 226.

24 21. Defendants failed to comply with Labor Code 0167 226(a)(1) as "gross wages
25 earned" were not accurately reflected in that all hours worked, including overtime and "off-the-
26 clock" work were not included.

27 22. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours
28 worked by the employee" were not accurately reflected in that all hours worked, including overtime

1 and “off-the-clock” work were not included.

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

5 24. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive
6 dates of the period for which the employee is paid” were not included.

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

11 **FIRST CAUSE OF ACTION**

12 **CIVIL PENALTIES**

13 **(Lab. Code §§ 2698 *et seq.*)**

14 26. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

15 27. During the applicable limitations period, Defendants have violated Labor Code §§
16 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1197, 1198, and 2802.

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

21 29. Plaintiff, a former employee against whom Defendants committed one or more of the
22 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
23 within the meaning of Labor Code § 2699(c).

24 30. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
25 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
26 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
27 intent to investigate.

28 31. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil

1 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
2 1197, 1198 and 2802:

- 3 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 1194, 1198 and
4 2802, one hundred dollars (\$100) for each employee per pay period for each
5 initial violation and two hundred dollars (\$200) for each employee per pay
6 period for each subsequent violation (penalties set by Labor Code §
7 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 226(a), if this action is deemed to be an initial
11 citation, two hundred and fifty dollars (\$250) for each employee for each
12 violation. Alternatively, if an initial citation or its equivalent occurred before
13 the filing of this action, one thousand dollars (\$1,000) for each employee for
14 each violation (penalties set by Labor Code § 226.3);
- 15 iv. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
16 employee for each initial pay period for which the employee was underpaid,
17 and one hundred dollars (\$100) for each employee for each subsequent pay
18 period for which the employee was underpaid (penalties set by Labor Code §
19 558);
- 20 v. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
21 aggrieved employee for each initial violation of Labor Code § 1197 that was
22 intentional and two hundred and fifty dollars (\$250) for each aggrieved
23 employee per pay period for each subsequent violation of Labor Code §
24 1197, regardless of whether the initial violation was intentional (penalties set
25 by Labor Code § 1197.1);
- 26 vi. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
27 attorneys' fees and costs in connection with Plaintiff's claims for civil
28 penalties.

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2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
4 public, prays for relief and judgment against Defendants as follows:

- 5 (1) Declaratory relief;
6 (2) Pre-judgment interest;
7 (3) Civil penalties;
8 (4) Costs of suit;
9 (5) Reasonable attorneys' fees; and
10 (6) Such other relief as the Court deems just and proper.
11

12 Dated: November 25, 2025

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15 SHAUN SETAREH
16 Attorney for Plaintiff
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