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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

MICHAEL GADIANE, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SEROGE L.T., INC. a California Corporation;
and DOES 1-50, inclusive.

Defendant.

CASE NO.: CVRI2402777

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) WAITING TIME PENALTIES;
- (7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (8) FAILURE TO MAINTAIN PERSONNEL AND PAYROLL RECORDS;
- (9) UNFAIR COMPETITION; &
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Michael Gadiane (“Plaintiff”) on behalf of himself, and all other similarly situated
2 non-exempt employees, alleges, and complains of Defendant Seroge L.T., Inc. *dba* Laser Tech
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is an organization that primarily operates in the laser welding, drilling, and
6 cutting equipment industry and a self-proclaimed leader in sheet metal fabrication in California.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
10 due to its failure to adequately record and pay for all time worked off the clock. Moreover, Plaintiff
11 alleges that Defendant meal and rest period policies and practices failed to allow and permit non-
12 exempt employees to take all compliant and timely meal and rest periods or pay premium wages at
13 the “regular rate of pay” in lieu thereof. Plaintiff further alleges that Defendant failed to provide non-
14 exempt employees with accurate written itemized wage statements in violation of Labor Code §
15 226(a). In addition, Defendant failed to reimburse business expenses, failed to pay all wages in a
16 timely manner, failed to timely pay all final wages upon separation of employment in violation of
17 Labor Code §§ 201-203, and failed to maintain and provide payroll records and personnel files in
18 violation of Labor Code §§ 1174.

19 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
20 violations under the Private Attorney General Act (“PAGA”).

21 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
22 and representative action to recover unpaid wages, restitution, penalties, and other related relief on
23 behalf of himself, and all others similarly situated non-exempt employees.

24 **JURISDICTION AND VENUE**

25 6. Plaintiff, on behalf of himself and all others similarly situated employees hereby brings
26 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
27 204, 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1174, 1174.5, 1194, 1197.1,
28 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in

1 addition to seeking declaratory relief and restitution pursuant to California Business and Professions
2 Code § 17200, *et seq.*

3 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

4 8. This Court has jurisdiction over Defendant violations of the California Labor Code and
5 applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
6 minimum.

7 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
8 §§ 395(a) and 395.5, Defendant operate in California within the County of Riverside, and Defendant
9 are within the jurisdiction of this Court for purposes of service of process.

10 **PARTIES**

11 10. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
12 California resident residing in the State of California.

13 11. Plaintiff is informed and believes and thereon alleges that Defendants are authorized to
14 and doing business within the County of Riverside and is and/or was the legal employer of Plaintiff
15 and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of
16 Defendants policies and/or practices complained of herein and has been deprived of the rights
17 guaranteed to him by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7,
18 227.3, 246, 510, 512, 516, 1174, 1174.5, 1194, 1197.1, 1199, 2802-2804, and the California Business
19 and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

20 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
21 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
22 do) business in the State of California, County of Riverside.

23 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
24 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
25 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
26 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
27 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
28 corporate, were responsible in some manner for the acts and omissions alleged herein and proximately

1 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

2 14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
3 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
4 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
5 alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them,
6 were the agents, servants, and employees of each and every one of the other Defendants, as well as
7 the agents of all Defendants, and at all times herein mentioned, were acting within the course and
8 scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or
9 otherwise ratified each and every one of the acts or omissions complained of herein.

10 15. At all times mentioned herein, Defendants, and each of them, were members of and
11 engaged in a joint venture, partnership, and common enterprise and acting within the course and
12 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
13 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
14 Classes.

15 **COMMON FACTUAL ALLEGATIONS**

16 16. Defendant is an organization that primarily operates in the laser welding, drilling, and
17 cutting equipment industry and is a self-proclaimed leader in sheet metal fabrication in California.

18 17. Plaintiff was employed by Defendant as a non-exempt employee with the title of
19 “Shipping/Receiving.”

20 18. Plaintiff and other non-exempt employees (including, but not limited to, truck driver,
21 customer service, machine operator, heavy equipment operator, and all other non-exempt positions)
22 were responsible for all aspects of Defendant business in the State of California. However, in these
23 roles Plaintiff and other non-exempt employees were often not afforded all protections and rights
24 conferred under the California Labor Code and applicable Wage Orders.

25 19. At all relevant times, Plaintiff and other non-exempt employees regularly worked
26 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
27 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
28 procedures, and practices, working conditions, and corresponding wage and hour violations to which

1 he was subjected during his employment.

2 20. First, at all relevant times, Defendant has had a consistent practice of failing to
3 accurately record all time worked, including, all time under which non-exempt employees were under
4 the control of the employer. This included a policy and practice of failing to properly record non-
5 exempt employees time worked, including, all time spent working off-the-clock. As a result of this
6 company-wide policy/practice, Plaintiff and other non-exempt employees are not compensated for
7 all the hours that they actually work and all of the overtime hours they actually work, in violation of
8 Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

9 21. As a result, over a period of time, Plaintiff and other non-exempt employees were not
10 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
11 and applicable Wage Orders. Additionally, as a result of the unlawful timekeeping policy/practices,
12 Plaintiff and other non-exempt employees were also not properly paid at the correct overtime rate for
13 hours worked in excess of eight hours per shift in violation of Labor Code § 510.

14 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
15 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
16 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
17 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
18 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
19 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
20 underpaid regardless of whether the initial violation is intentionally committed.

21 23. Labor Code § 510 requires an employer to compensate an employee who works more
22 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
23 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
24 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
25 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
26 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
27 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
28 any workday or more than 40 hours in any workweek unless the employee receives one and one-half

1 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

2 24. Furthermore, at all relevant times, Plaintiff and other non-exempt employees worked
3 regular shifts that lasted longer than 8.0 hours in a workday and resulted non-exempt employees
4 regularly working more than 40 hours in a workweek. However, Plaintiff and other non-exempt
5 employees were not properly paid at the correct overtime rate for all overtime hours worked due to
6 Defendant's uniform failure to include all forms of compensation/renumeration, including, but not
7 limited to, commissions, incentives, bonuses, and all other forms of remuneration in calculating the
8 "regular rate of pay" for purposes of overtime compensation.

9 25. Under the California Labor Code (as well as the FLSA), courts have consistently held
10 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
11 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
12 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
13 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
14 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
15 California and federal law on the grounds, that Defendant improperly calculated overtime by
16 excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling*
17 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
18 nature must reflect all payments which the parties have agreed shall be received regularly during the
19 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
20 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the
21 determination of the regular rate becomes a matter of mathematical computation, the result of which
22 is unaffected by any designation of a contrary 'regular rate' in the contracts."); see also 29 CFR §§
23 778.110 ("production bonus") and 778.111 ("piece-rate").

24 26. Labor Code § 510 requires an employer to compensate an employee who works more
25 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
26 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
27 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
28 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or

1 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
2 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
3 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
4 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

5 27. By their policy of requiring Plaintiff and the other non-exempt employees to work in
6 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
7 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the
8 provisions of Labor Code § 510 and the applicable Wage Orders.

9 28. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
10 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
11 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
12 Plaintiff and other non-exempt employees were often unable to take timely and uninterrupted net 30-
13 minute first meal periods before the end of the fifth hour of work.

14 29. Further, when Plaintiff and other non-exempt employees worked more than 10.0 hours
15 in a shift, they were not allowed and permitted to take a mandated second meal period before the end
16 of the tenth hour of work in violation of the Labor Code and applicable Wage Orders. Indeed, Plaintiff
17 and other non-exempt employees' meal periods were often interrupted and lasted fewer than 30
18 minutes due to Defendant's meal period policies/procedures, operational requirements and work
19 demands.

20 30. In addition, for each missed or non-compliant meal period, Defendant failed and
21 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
22 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
23 5th 858 and Labor Code § 226.7.

24 31. Accordingly, due to Defendant's uniform meal period practices, non-exempt
25 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
26 226.7, 510, 516, and applicable Wage Orders.

27 32. Next, at all relevant times, Plaintiff and other non-exempt employees were not
28 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due

1 to Defendant's uniform rest period policies/practices, operational requirements, and work demands.
2 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
3 minute duty free rest periods for every major fraction of four hours worked. This includes a second
4 rest period for shifts in excess of six hours, and a third rest period for shifts in excess of 10.0 hours
5 in a workday. Making matters worse, based on information and belief, non-exempt employees were
6 required to remain on-site during rest periods.

7 33. By not relieving all non-exempt employees of all duties during rest periods, Defendant
8 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
9 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
10 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
11 the California Supreme Court expressly rejected the employers' assertion that it could provide an on-
12 duty rest period to employees who worked as security guards and further explained "that employers
13 [must] relinquish any control over how employees spend their break time and relieve their employees
14 of all duties." *Id.* at 273. Each time non-exempt employees were unable to take a compliant rest
15 period, Defendant failed and continues to fail to adequately pay rest period premium payments at the
16 "regular rate of pay" as required by Labor Code § 226.7.

17 34. Accordingly, due to Defendant's uniform rest period policies/practices, non-exempt
18 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
19 512, and applicable Wage Orders.

20 35. As a result of Defendant's failure to pay Plaintiff and other non-exempt employees for
21 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
22 and Defendant failure to adequately pay for all overtime, and meal and rest period premiums at the
23 "regular rate of pay," Defendant issued wage statements which failed to accurately identify the gross
24 wages earned, the total hours worked, the net wages earned, and the correct corresponding number
25 of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

26 36. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
28 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for

1 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
2 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

3 37. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
4 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
5 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
6 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
7 226(e).

8 38. Moreover, because of Defendant’s failure to pay all minimum and overtime, and meal
9 and rest period premiums at the “regular rate of pay,” Defendant also failed and continue to fail to
10 pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
11 employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled
12 to recover waiting time penalties under Labor Code §§ 201-203.

13 39. Furthermore, at all relevant times, Defendant, as the relevant employer here, was
14 required to maintain certain employment and payroll records for Plaintiff and other non-exempt
15 employees.

16 40. Pursuant to Labor Code § 1174, subdivision (d), an employer shall keep at a central
17 location in the state or at the plants or establishments at which employees are employed, payroll
18 records showing the hours worked daily by and wages paid to employees employed at the respective
19 plants or establishments. These records must be kept in accordance with rules established for this
20 purpose by the commission, but in any case, shall be kept on file for not less than two years.

21 41. Defendant has intentionally and willfully failed to keep accurate and complete records
22 showing the daily hours worked and wages paid to Plaintiff and other non-exempt employees. Thus,
23 Plaintiff and the other non-exempt employees have been denied their legal right and protected interest
24 in having available at a central location at the plant or establishment where they are employed
25 accurate and complete payroll records showing the hours worked daily and the wages paid to,
26 employees at those respective locations pursuant to Labor Code § 1174.

27 42. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
28 are entitled to recover a civil penalty of \$500 for an employer’s failure to maintain accurate and

1 complete records pursuant to Labor Code § 1174.5.

2 43. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
3 employees to incur necessary business expenses associated with using their personal cell phones (and
4 other unpaid business expenses) for work related purposes but did not reimburse non-exempt
5 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
6 *See Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 “[i]f an employee
7 is required to make work-related calls on a personal cell phone, then he or she is incurring an expense
8 for the purposes of section 2802. It does not matter whether the phone bill is paid for by a third person,
9 or at all...To show liability under section 2802, an employee need only show that he or she was
10 required to use a personal cell phone to make work-related calls, and he or she was not reimbursed”].

11 44. Here, Defendant uniformly failed to reimburse non-exempt employees for a
12 reasonable portion of cell phone bill, and other necessary costs incurred, in the discharge of their
13 duties for those non-exempt employees. Accordingly, due to Defendant uniform failure to adequately
14 reimburse for necessary business expenditures in violation of Labor Code §§ 2800-2802 and
15 applicable Wage Orders.

16 **CLASS ACTION ALLEGATIONS**

17 45. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
18 § 382 of the Code of Civil Procedure:

19 All non-exempt employees who work or worked for Defendant in
20 California, during the four years immediately preceding the filing of the
Complaint through the date of trial. (“the Class”);

21 All non-exempt employees who worked for Defendant in California and
22 who worked overtime hours during at least one shift, during the four years
23 immediately preceding the filing of the Complaint through the date of trial.
 (“the Overtime Subclass”);

24 All employees who work or worked for Defendant in California, during the
25 one year immediately preceding the filing of the Complaint through the date
26 of trial. (“the Wage Statement Subclass”)

27 All employees who work or worked for Defendant in California, and who
28 left their employment during the three years immediately preceding the
filing of the Complaint through the date of trial. (“Waiting Time Penalty

Subclass”)

(collectively “the Classes”)

46. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendant employment and payroll records.

47. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendant failed to accurately record and pay for all hours Class Members worked;

2. Whether Defendant provided legally compliant meal and rest periods or proper compensation at the “regular rate of pay” in lieu thereof to members of the Class;

3. Whether Defendant allowed and permitted Plaintiff and the Class to take legally compliant meal periods or pay premium wages at the “regular rate of pay” in lieu thereof;

4. Whether Defendant allowed and permitted Plaintiff and the Class to take legally compliant rest periods or pay premium wages at the “regular rate of pay” in lieu thereof;

5. Whether Defendant furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a);

6. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful;

7. Whether Defendant failed to maintain necessary personnel and payroll records; and

8. Whether Defendant failed to reimburse Class Members for all necessary business expenses in violation of Labor Code §§ 2802-2804.

48. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendant policies
2 and/or practices applicable to each individual class member, such as without limitation, Defendant
3 failure to pay for all hours worked, Defendant failure to provide all compliant meal and rest periods
4 or premiums at the “regular rate of pay” in lieu thereof, Defendant failure to provide accurate itemized
5 wage statements, Defendant failure to reimburse for all necessary business expenses, Defendant’s
6 failure to maintain and provide payroll records and personnel files, and Defendant failure to pay for
7 all wages due upon separation of employment. As such, the common questions predominate over
8 individual questions concerning each individual class member’s showing as to his or her eligibility
9 for recovery or as to the amount of his or her damages.

10 49. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
11 Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s)
12 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
13 Plaintiff, like the members of the Classes was deprived of minimum and overtime wages, was
14 deprived of meal and rest period premium wages, was subject to Defendant uniform meal and rest
15 period policies/practices, was not provided accurate itemized wage statements, was not reimbursed
16 for all necessary business expenses, was not provided payroll records and personnel files, and was
17 not timely paid all wages owed upon separation of employment.

18 50. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
19 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff’s
20 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
21 Plaintiff’s attorneys have prosecuted and are actively litigating several wage-and-hour class actions
22 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
23 members of the Classes.

24 51. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
25 important public interest in establishing minimum working conditions and standards in California.
26 These laws and labor standards protect the average working employee from exploitation by
27 employers who have the responsibility to follow the laws and who may seek to take advantage of
28 superior economic and bargaining power in setting onerous terms and conditions of employment. The

1 nature of this action and the format of laws available to Plaintiff and members of the Classes make
2 the class action format a particularly efficient and appropriate procedure to redress the violations
3 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
4 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
5 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

6 52. Moreover, requiring each member of the Classes to pursue an individual remedy would
7 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
8 against their former and/or current employer for real and justifiable fear of retaliation and permanent
9 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
10 the individual class members, even if possible, would create a substantial risk of inconsistent or
11 varying verdicts or adjudications with respect to the individual class members against Defendant
12 herein; and which would establish potentially incompatible standards of conduct for Defendant;
13 and/or legal determinations with respect to individual class members which would, as a practical
14 matter, be dispositive of the interest of the other class members not parties to adjudications or which
15 would substantially impair or impede the ability of the class members to protect their interests.
16 Further, the claims of the individual members of the class are not sufficiently large to warrant
17 vigorous individual prosecution considering all of the concomitant costs and expenses attending
18 thereto. As such, the Classes identified in Paragraph 45 are maintainable as Classes under § 382 of
19 the Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 53. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 54. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
25 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
26 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
27 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
28 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid

1 wages and interest accrued thereon.

2 55. At all relevant times herein, Defendant failed to accurately record all time worked.
3 This Defendant practice of failing to properly record Plaintiff time worked, including, all time spent
4 working off-the-clock. Accordingly, Plaintiff and members of the Classes were not compensated for
5 all hours worked including, but not limited to, all hours they were subject to the control of Defendant
6 and/or suffered or permitted to work under the Labor Code and applicable Wage Orders.

7 56. Labor Code § 1198 makes unlawful the employment of an employee under conditions
8 that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that
9 an employer who has failed to pay its employees the legal minimum wage is liable to pay those
10 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
11 to the wages due and interest thereon.

12 57. As a direct and proximate result of Defendant unlawful conduct as alleged herein,
13 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
14 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
15 statutory damages and penalties and other appropriate relief as a result of Defendant's violations of
16 the Labor Code and applicable Wage Orders.

17 58. Defendant's practice and uniform administration of corporate policy regarding illegal
18 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
19 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
20 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
21 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 59. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 60. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
27 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
28 hours worked and provide a private right of action for the failure to pay all overtime compensation

1 for overtime work performed.

2 61. At all times relevant herein, Defendant was required to properly pay Plaintiff and
3 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
4 § 1194 and the applicable Wage Orders.

5 62. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
6 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
7 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
8 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
9 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
10 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
11 Plaintiff or members of the Overtime Subclass at one and one-half times their “regular rate of pay”
12 for such hours.

13 63. Defendant failed to conform their pay practices to the requirements of the law. At all
14 relevant times herein, Defendant failed to conform its pay practices to the requirements of the law.
15 This unlawful conduct includes but is not limited to Defendant’s time keeping policy/practice, and
16 Defendant’s failure to properly pay for all hours worked, including all overtime hours at the proper
17 overtime rate, and Defendant’s failure to include all forms of compensation, including, but not limited
18 to, non-discretionary bonuses and other incentive pay in calculating the “regular rate of pay,” which
19 resulted in these individuals not being paid for all overtime hours worked.

20 64. The foregoing policies and practices are unlawful and create entitlement to recovery
21 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
22 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
23 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
24 of Civil Procedure § 1021.5.

25 **THIRD CAUSE OF ACTION**

26 **MEAL PERIOD VIOLATIONS**

27 **(AGAINST ALL DEFENDANTS)**

28 65. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 66. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
2 its affirmative obligation to provide all of their hourly non-exempt employees, including, Plaintiff
3 and members of the Class, with all required meal periods in accordance with the mandates of the
4 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
5 Allegations section of this Complaint.

6 67. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
7 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
8 for each violation, in accordance with California Labor Code § 226.7.

9 68. As a result, Defendant is responsible for paying premium compensation for meal
10 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
11 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

12 **FOURTH CAUSE OF ACTION**

13 **REST PERIOD VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 70. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
17 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
18 each four (4) hour period worked, or major fraction thereof.

19 71. Due to its unlawful rest period policy/practices and operational requirements/work
20 demands, Defendant did not authorize and permit Plaintiff and members of the Class to take all rest
21 periods to which they were legally entitled.

22 72. Despite Defendant's violations, Defendant have not paid an additional hour of pay at
23 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
24 for each violation, in accordance with California Labor Code § 226.7.

25 73. The foregoing violations create an entitlement to recovery by Plaintiff and members
26 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
27 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
28 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
3 **(AGAINST ALL DEFENDANTS)**

4 74. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 75. Labor Code 226(a) states in pertinent part the following:

6 “(a) An employer, semimonthly or at the time of each payment of wages,
7 shall furnish to his or her employee, either as a detachable part of the check,
8 draft, or voucher paying the employee’s wages, or separately if wages are
9 paid by personal check or cash, an accurate itemized statement in writing
10 showing (1) gross wages earned, (2) total hours worked by the employee,
11 (3) the number of piece-rate units earned and any applicable piece rate if the
12 employee is paid on a piece-rate basis, (4) all deductions, provided that all
13 deductions made on written orders of the employee may be aggregated and
14 shown as one item, (5) net wages earned, (6) the inclusive dates of the
15 period for which the employee is paid, (7) the name of the employee and
16 only the last four digits of his or her social security number or an employee
17 identification number other than a social security number, (8) the name and
18 address of the legal entity that is the employer, and (9) all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours
20 worked at each hourly rate by the employee.”

21 76. As set forth above, during the Class Period, Defendant issued and continue to issue
22 wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
23 which are inadequate under Labor Code Section § 226(a).

24 77. As a result of Defendant’s failure to pay Plaintiff and the Wage Statement Subclass
25 for all overtime wages, and missed meal and rest period premiums at the appropriate legal rate,
26 Defendant failed to include required information on Plaintiff and the Wage Statement Subclass’ wage
27 statements, including, but not limited to, the gross wages earned, the net wages earned in violation of
28 Labor Code section 226(a), (1,2,5,6 and 9).

78. Defendant’s failure to comply with section 226(a) of the Labor Code was knowing
and intentional.

79. As a result of Defendant issuance of inaccurate itemized wage statements to Plaintiff
and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial

1 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
2 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant
3 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

4 **SIXTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(AGAINST ALL DEFENDANTS)**

7 80. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 81. The actionable period for this cause of action is three years prior to the filing of this
9 Complaint through the present, and on-going until the violation is corrected, or the class is certified.

10 82. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
11 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
12 around the time that their employment is or was terminated or ended.

13 83. Labor Code § 203 provides that if an employer willfully fails to pay compensation
14 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
15 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

16 84. Defendant willfully failed to pay the Waiting Time Subclass for all hours worked,
17 including all minimum and overtime wages, and their meal and rest period premiums at the "regular
18 rate of pay", prior to or upon termination or separation from employment with Defendant as required
19 by Labor Code §§ 201 and 202.

20 85. As a result, Defendant is liable to the Waiting Time Subclass for waiting time penalties
21 amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor
22 Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination*
23 *entitles an employee to recover waiting time penalties).*

24 **SEVENTH CAUSE OF ACTION**

25 **FAILURE TO MAINTAIN PAYROLL RECORDS**

26 **(AGAINST ALL DEFENDANTS)**

27 86. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

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87. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and wages paid to employees employed at the respective plants or establishments. These records must be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for at least two years.

88. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's failure to maintain accurate and complete records.

89. Defendant has intentionally and willfully failed to keep accurate and complete records showing the hours worked daily and wages paid to Plaintiff and the Classes. Thus, Plaintiff and the Classes have been denied their legal right and protected interest in having available at a central location at the plant or establishment where they are employed, accurate and complete payroll records showing the hours worked daily by, and the wages paid to, employees at those respective locations pursuant to Labor Code § 1174.

EIGHT CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

91. Labor Code 2802(a) states in pertinent part the following: “(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

92. As set forth above, Plaintiff and members of the Class must be compensated for all necessary business expenditures, including, but not limited to, a reasonable portion of their monthly personal cell phone bills incurred in their discharge of their duties. (See *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them.

1 Whether the employees have cell phone plans with unlimited minutes or limited minutes, the
2 reimbursement owed is a reasonable percentage of their cell phone bills.”); *Ritchie v. Blue Shield of*
3 *California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement
4 claim and adopting the logic of *Cochran*).

5 93. At all relevant times, by failing to reimburse Plaintiff and the Class for all necessary
6 business expenditures, Defendant has failed to comply with Labor Code Section 2802 and the
7 applicable Wage Orders.

8 **NINTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

11 94. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 95. Defendant has engaged and continue to engage in unfair and/or unlawful business
13 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
14 failing to pay for all hours worked including minimum and overtime wages, by failing to provide all
15 legally required meal and rest periods or pay premium payments at the “regular rate of pay” in lieu
16 thereof, by failing to provide accurate wage statements, by failing to adequately reimburse for all
17 necessary business expenses, by failing to maintain and provide payroll records and personnel files,
18 and by failing to pay all earned wages at the time of separation from employment.

19 96. Defendant utilization of these unfair and/or unlawful business practices deprived
20 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
21 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
22 Defendant’s competitors who have been and/or are currently employing workers and attempting to
23 do so in honest compliance with applicable wage and hour laws.

24 97. Because Plaintiff is a victim of Defendant unfair and/or unlawful conduct alleged
25 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
26 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
27 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

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1 98. The acts complained of herein occurred within the last four years immediately
2 preceding the filing of the Complaint in this action.

3 99. Plaintiff was compelled to retain the services of counsel to file this court action to
4 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
5 Defendant current hourly non-exempt employees and to enforce important rights affecting the public
6 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is
7 entitled to recover under Code of Civil Procedure § 1021.5.

8 **TENTH CAUSE OF ACTION**
9 **PRIVATE ATTORNEYS GENERAL ACT**
10 **(AGAINST ALL DEFENDANTS)**

11 100. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 101. Defendant has committed several Labor Code violations against Plaintiff and other
13 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
14 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
15 representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly
16 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
17 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
18 subsequent violation per employee per pay period for those violations of the Labor Code for which
19 no civil penalty is specifically provided based on the following Labor Code violations:

20 a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum and
21 overtime wages for all hours worked or for which they were subject to the control of the employer;

22 b) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
23 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

24 c) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
25 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

26 d) Failing to furnish Plaintiff and other similarly situated employees with complete,
27 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

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1 e) Failing to pay final wages in a timely manner in violation of Labor Code §§ 201-203
2 and applicable Wage Orders;

3 f) Failing to maintain required records in violation of Labor Code §§ 226, 1174 and
4 applicable Wage Orders; and

5 g) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
6 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

7 102. Plaintiff has notified Defendant Seroge L.T., Inc. *dba* Laser Tech (“Defendant”) and
8 the California Labor and Workforce Development Agency (“LWDA”) via email of Defendant’s
9 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
10 Labor Code identified in Paragraph 101 (a)-(g). Now that the sixty-five days have passed from
11 Plaintiff notifying Defendant of these violations, Plaintiff has exhausted his administrative
12 requirements for bringing a claim under the Private Attorneys General Act with respect to these
13 violations.

14 103. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
16 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which he
17 is entitled to receive under California Labor Code § 2699.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
20 this suit is brought against Defendant, as follows:

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order appointing Plaintiff as representative of the Classes;
- 23 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 24 4. Upon the First and Second Cause of Action, for compensatory, consequential,
25 general and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
26 1197, 1197.1, and 1198 and reasonable attorneys’ fees and costs;
- 27 5. Upon the Third Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198

1 and reasonable attorneys' fees and costs;

2 6. Upon the Third Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

4 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

6 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
7 reasonable costs and attorneys' fees;

8 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
9 Labor Code §§ 201-203;

10 10. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code
11 §§ 226(a), 1174, and 1174.5;

12 11. Upon the Eighth Cause of Action, for unreimbursed expenses, interest and attorney's
13 fees and costs pursuant to Labor Code § 2802;

14 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
15 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
16 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

17 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other similarly
18 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
19 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
20 subsequent violation per employee per pay period for those violations of the Labor Code for which
21 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
22 costs;

23 14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
24 § 218.6 and Civil Code §§ 3287 and 3289;

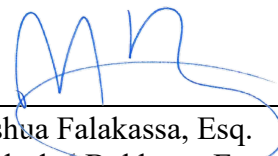
25 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
26 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

27 16. For such other relief that the Court may deem just and proper.
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Dated: April 13, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 
Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 520, Los Angeles, California 90067.

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BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

Executed on April 13, 2026, in Los Angeles, California.

Carlos Garcia