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Attorneys for **PLAINTIFF SERGIO ROQUE**

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT

11	SERGIO ROQUE,	) Case No.: 25STCV01009
12		)
13	Plaintiff,	) COMPLAINT FOR DAMAGES:
14		)
15	vs.	) (1) FAILURE TO PAY MINIMUM WAGE,
16		) VIOLATION OF CALIFORNIA <i>LABOR</i>
17		) <i>CODE</i> § 1197;
18	GLASS AMERICA CALIFORNIA, LLC, a	) (2) FAILURE TO PAY OVERTIME WAGES,
19	California limited liability company;	) VIOLATION OF CALIFORNIA <i>LABOR</i>
20	THE BOYD GROUP SERVICES, INC.; and	) <i>CODE</i> § 510 & WAGE ORDER NO. 4;
21	DOES 1 THROUGH 100, inclusive,	)
22		) (3) FAILURE TO TIMELY PAY FINAL
23		) WAGES, VIOLATION OF CALIFORNIA
24		) <i>LABOR CODE</i> § 202;
25		) (4) FAILURE TO PROVIDE MEAL & REST
26		) PERIODS, VIOLATION OF
27		) CALIFORNIA <i>LABOR CODE</i> §§ 226.7,
		) 512, & WAGE ORDER NO. 4;
		) (5) VIOLATION OF CALIFORNIA <i>BUS. &</i>
		) <i>PROF. CODE</i> §§ 17200 ET SEQ. FOR
		) UNFAIR BUSINESS PRACTICES;
		) (6) FAILURE TO PROVIDE ACCURATE
		) ITEMIZED WAGE STATEMENTS,
		) VIOLATION OF CALIFORNIA <i>LABOR</i>
		) <i>CODE</i> § 226;

1) (7) **FAILURE TO PROVIDE EMPLOYEE**
2) **PERSONNEL FILE, VIOLATION OF**
3) **CALIFORNIA LABOR CODE §§ 432,**
4) **1198.5;**
5)
6) (8) **PRIVATE ATTORNEYS GENERAL**
7) **ACT (“PAGA”).**
8)
9) **JURY TRIAL DEMANDED**

6 COMES NOW PLAINTIFF SERGIO ROQUE (hereinafter referred to as “ROQUE” or
7 “Plaintiff”) and complains against the above-named Defendants and for causes of action against the
8 Defendants, and each of them, as follows:

9 **THE PARTIES**

10 1. At all times mentioned herein, Plaintiff was, and now is, an individual residing and/or
11 domiciled in the County of Los Angeles, State of California.

12 2. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein,
13 Defendants GLASS AMERICA CALIFORNIA, LLC, a California limited liability company, and
14 THE BOYD GROUP SERVICES, INC. (hereinafter collectively referred to as “Glass America” and
15 collectively with all other Defendants as “Defendants”) were, and now are, valid businesses of form
16 unknown, duly organized and existing under the laws of the State of California, having their
17 principal places of business in the County of Los Angeles, State of California.

18 3. Plaintiff is informed and believes, and thereon alleges that at all times relevant herein, the
19 abovenamed Defendants are an “integrated enterprise” under the law. The integrated enterprise test
20 sets forth the following four factors for assessing whether two entities are considered a single entity
21 for purposes of liability: (1) interrelation of operations; (2) common management; (3) centralized
22 control of labor relations; and (4) common ownership or financial control. Even though one does
23 not have to show proof of all factors to prevail on an integrated enterprise claim, here all four factors
24 are met as Plaintiff is informed and believes, and thereon alleges that all times relevant herein,
25 Defendants have similar ownership and management. Furthermore, there is centralized control of
26 labor relations and there is interrelation of operations.

1 4. Additionally, Plaintiff is informed and believes, and thereon alleges that at all times relevant
2 herein, Defendant The Boyd Group Services, Inc. expressly held itself out as one of Plaintiff's
3 employers and is therefore liable for the conduct herein alleged.

4 5. Plaintiff is ignorant of the true names and capacities, whether corporate, associate, individual,
5 or otherwise, of Defendants sued herein as DOES 1 through 100, inclusive, and therefore sues said
6 Defendants by such fictitious names. Plaintiff will seek leave of Court to amend this Complaint to
7 assert the true names and capacities of the fictitiously named Defendants when the same have been
8 ascertained. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated
9 as "DOES" herein is legally responsible for the events, happenings, acts, occurrences, indebtedness,
10 damages, and liabilities hereinafter alleged and caused injuries and damages proximately thereby to
11 the Plaintiff, as hereinafter alleged.

12 6. Plaintiff is informed and believes, and thereon alleges that each of the Defendants named
13 herein has, at all times relevant herein, been the officer, agent, employee, and/or representative of
14 the remaining Defendants and has acted within the course and scope of such agency and
15 employment, and with the permission and consent of the co-Defendants.

16 **JURISDICTION AND VENUE**

17 7. This Court has jurisdiction over the claims alleged herein. The relief requested is within the
18 jurisdiction of this Court.

19 8. Venue is proper in the County of Los Angeles.

20 9. Defendants conduct business in the County of Los Angeles and Plaintiff's employment was
21 carried out in the County of Los Angeles.

22 10. Additionally, all of the claims alleged herein arose in the County of Los Angeles.

23 11. The amount in controversy in this matter exceeds the sum of \$35,000.00, exclusive of
24 attorney's fees, interest, and costs.

25 ///

26 ///

1 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

2 12. Plaintiff was employed by Defendant Glass America as a Technician beginning in or around
3 2023 and continuing through the time of his separation on approximately August 14, 2024. Plaintiff
4 was considered an hourly, non-exempt employee throughout his employment. Plaintiff and other
5 similarly situated aggrieved employees were seemingly paid biweekly.

6 13. The “Aggrieved Employees” are all current and former California non-exempt employees
7 who worked for Defendant Glass America during the relevant time period pursuant to California
8 *Labor Code* §§ 2698 et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

9 14. It is Plaintiff’s position Defendant Glass America violated the following California Labor
10 Code Sections with regard to Plaintiff and other similarly situated aggrieved employees.

11 15. Defendant Glass America did not compensate Plaintiff and other similarly situated aggrieved
12 employees with the minimum wages to which they were entitled for work performed and, as such,
13 did not compensate Plaintiff and other similarly situated aggrieved employees for all hours worked
14 at the minimum wage rate pursuant to California *Labor Code* §§ 1194, 1197, and 1197.1.

15 16. As herein alleged, Defendant Glass America failed to compensate Plaintiff and other
16 similarly situated aggrieved employees with the minimum wages to which they were entitled for
17 work performed by virtue of the fact that Defendant Glass America unlawfully edited Plaintiff and
18 other similarly situated aggrieved employees’ timecards to make it appear as though they took a
19 longer meal period than they actually did. In doing so, Defendant Glass America failed to
20 compensate Plaintiff and other similarly situated aggrieved employees for the time they spent
21 working.

22 17. For example, though Plaintiff and other similarly situated aggrieved employees may have
23 taken a meal period that was approximately only thirty minutes in duration (or less than one hour
24 and/or some other duration of time), management edited their timecards to make it appear they took
25 a one-hour meal period and/or a meal period of an incorrect duration. In some cases, management
26 did so without the knowledge of Plaintiff and other similarly situated aggrieved employees. Since
27

1 Plaintiff and other similarly situated aggrieved employees were not duly compensated for the time
2 they spent working, Defendant Glass America was in violation of California's minimum wage laws.

3 18. As a further result of its unlawful practice of editing timecards to make it appear meal periods
4 were longer in duration *and* its failure to provide Plaintiff and other similarly situated aggrieved
5 employees Code-compliant meal periods, as herein further alleged, Defendant Glass America also
6 violated California *Labor Code* § 510, because it failed to compensate Plaintiff and other similarly
7 situated aggrieved employees overtime compensation, even though they may have worked more
8 than 8 hours per day, 12 hours per day, and/or 40 hours per week. Plaintiff and other similarly
9 situated aggrieved employees' actual work hours entitled them to overtime compensation (daily
10 and/or weekly). However, they were not paid accurately and/or fully for their overtime hours.
11 Notably, Defendant Glass America's management sent Plaintiff and other similarly situated
12 aggrieved employees a text message expressly instructing them to clock out per their scheduled shift
13 times, but to continue working overtime if and/or as necessary.

14 19. Moreover, incentive and/or bonus payments, e.g., the Bonus Tech payments, were *not*
15 included in calculating Plaintiff and others' regular rate of pay for purposes of determining their
16 correct overtime rate of pay.

17 20. Defendant Glass America also violated California *Labor Code* §§ 512 and 226, as well as
18 Industrial Welfare Commission ("IWC") Wage Order No. 4, because it failed to provide Plaintiff
19 and other similarly situated aggrieved employees thirty-minute, uninterrupted meal periods for every
20 five (5) hours of work. Defendant Glass America either failed to provide a meal period timely or
21 entirely, or it did not completely relieve Plaintiff and other similarly situated aggrieved employees
22 of all duty during said meal periods. Defendant Glass America did not duly compensate Plaintiff and
23 other similarly situated aggrieved employees one additional hour of pay at the regular rate of
24 compensation for each workday when one or more statutory meal periods was not provided, was not
25 timely, and/or was interrupted. In addition, meal periods were not consistently taken before the fifth
26 hour worked, in further contravention of California law.

21. Defendant Glass America also violated California *Labor Code* § 226.7 and IWC Wage Order No. 4, because it failed to provide Plaintiff and other similarly situated aggrieved employees with ten-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. Defendant Glass America did not relieve Plaintiff and other similarly situated aggrieved employees of all their duties during said rest periods, instead directing them to continue working. Defendant Glass America did not pay Plaintiff and other similarly situated aggrieved employees one additional hour of pay at the regular rate of compensation for each workday when one or more statutory rest periods was not provided. It was not company policy and/or not part of the company culture for employees such as Plaintiff and other similarly situated aggrieved employees to take their daily rest breaks. Given the heavy workload and expectation for Plaintiff and other similarly situated aggrieved employees to timely complete their tasks, the culture at Defendant Glass America did not lend itself to the employees receiving statutory rest periods at which time they were relieved of all work duties. It was the normal practice and custom of Defendant Glass America not to authorize, permit, and/or enforce statutory rest periods. As such, the work environment and culture at Defendant Glass America was not conducive to receiving statutory rest breaks under California law.

22. Furthermore, during the relevant time period, and as a result of the above violations, Defendant Glass America failed to pay Plaintiff and other similarly situated aggrieved employees all wages due to them within any time period specified by California *Labor Code* § 204.

23. Defendant Glass America was also in violation of California *Labor Code* § 226(a) by failing to timely provide and/or include pertinent information on Plaintiff and other similarly situated aggrieved employees' wage statements including, but not limited to the name and address of the legal entity that is the employer, all hours worked (minimum wage and overtime), gross wages earned, net wages earned, all applicable hourly rates, all deductions, and premium pay for the missed meal and rest periods, among other information.

24. During the relevant time period, Defendant Glass America also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff and other similarly situated aggrieved employees pursuant to California *Labor Code* § 1174(d).

25. Defendant Glass America also violated California *Labor Code* § 203 because it willfully failed to pay to Plaintiff other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include, but are not limited to minimum wages, overtime compensation, premium pay for missed meal and rest periods, and reimbursement for any work-related expenses incurred.

I.

FIRST CAUSE OF ACTION

Failure to Pay Minimum Wage

[Violation of California *Labor Code* § 1197 and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Inclusive

26. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

27. As herein alleged, Defendant Glass America unlawfully edited Plaintiff's timecards to make it appear as though he took a longer meal period than he actually did. However, in doing so, Defendant Glass America failed to compensate Plaintiff for the time he spent working.

28. Additionally, as herein further alleged, Defendant Glass America failed to relieve Plaintiff of all duty during his legally required meal periods.

29. In support, at all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by IWC Wage Order No. 4, Section 11(A), declares unless the employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be considered an "on duty" meal period and counted as hours worked, which must be compensated at the employee's regular rate of pay.

30. As a result of the acts, conduct, and/or omissions alleged herein, Defendants were in violation of California *Labor Code* § 1197, which declares, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

31. As a result of Defendants’ alleged failure to compensate Plaintiff with the legally required minimum wage, Plaintiff is entitled to recover in a civil action the unpaid balance of the full amount of minimum wage, including interest, reasonable attorney’s fees, and costs of suit pursuant to California *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit.

32. Plaintiff is also entitled to liquidated damages pursuant to California *Labor Code* § 1194.2(a).

33. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney’s fees and costs to the prevailing party if any party to the action requests attorney’s fees and costs upon the initiation of the action.”

34. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

II.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

[California *Labor Code* § 510 and IWC Wage Order No. 4]

Against All Defendants & DOES 1 Through 100, Inclusive

35. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

36. As herein alleged, as a further result of its unlawful practice of editing timecards to make it appear meal periods were longer in duration *and* its failure to provide Plaintiff Code-compliant meal periods, Defendant Glass America violated California *Labor Code* § 510, because it failed to compensate Plaintiff overtime compensation even though he may have worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week

37. At all times herein relevant, the public policy of the State of California, as codified, expressed, and mandated by California *Labor Code* § 510 and IWC Wage Order No. 4, Section 3(A), declares, “Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

38. As a result of Defendants’ failure to compensate Plaintiff with the true, full, and/or correct amount of his earned overtime wages, Plaintiff is entitled to recover in a civil action the unpaid balance of the overtime compensation, including interest, reasonable attorney’s fees, and costs of suit pursuant to Cal. *Labor Code* § 1194, which declares:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest, reasonable attorney’s fees, and costs of suit.

39. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests attorney's fees and costs upon the initiation of the action.”

40. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

1 III.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Timely Pay Final Wages**

4 **[Violation of California *Labor Code* § 202]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 41. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 42. As herein alleged, Plaintiff's employment ended in or around August 2024. However,
9 Defendants failed to compensate Plaintiff with the true, full, and/or correct amount of his earned
10 wages in accordance with California *Labor Code* § 202(a), which declares, "If an employee not
11 having a written contract for a definite period quits his or her employment, his or her wages shall
12 become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
13 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
14 wages at the time of quitting."

15 43. As a result of Defendants' failure to compensate Plaintiff with the true, full, and/or correct
16 amount his earned wages at the time of his separation, Plaintiff is entitled to the remedies provided
17 for by California *Labor Code* § 203(a), which declares, "If an employer willfully fails to pay, without
18 abatement or reduction, in accordance with [Section 202], any wages of an employee who is
19 discharged..., the wages of the employee shall continue as a penalty from the due date thereof at the
20 same rate until paid or until an action therefor is commenced; but the wages shall not continue for
21 more than 30 days."

22 44. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which
23 in relevant part declares, "In any action brought for the nonpayment of wages, fringe benefits, or
24 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees
25 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon
26 the initiation of the action."

27 45. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

1 IV.

2 **FOURTH CAUSE OF ACTION**

3 **Failure to Provide Meal and Rest Periods**

4 **[California *Labor Code* § 226.7, 512, and IWC Wage Order No. 4]**

5 **Against All Defendants & DOES 1 Through 100, Inclusive**

6 46. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
7 Complaint as though duly set forth in full herein.

8 47. As herein alleged, Defendants failed to provide Plaintiff with ten-minute rest periods for
9 every four hours of work, or majority portion thereof, throughout his employment. As alleged,
10 Defendants did not relieve Plaintiff of all his duties during said rest periods, instead directing him to
11 continue working.

12 48. As herein further alleged, Defendants failed to provide Plaintiff daily, timely, complete,
13 and/or uninterrupted meal periods.

14 49. At all times herein relevant, the public policy of the State of California, as codified,
15 expressed, and mandated by California *Labor Code* § 226.7(a), declares that no employer shall
16 require any employee to work during any meal or rest period mandated by an applicable order of the
17 IWC.

18 50. At all times herein, the public policy of the State of California, as codified, expressed, and
19 mandated by IWC Wage Order No. 4, Section 12(a), requires that every employer shall authorize
20 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of
21 each work period. The authorized rest period time shall be based on the total hours worked daily at
22 the rate of ten minutes net rest time per four hours or major fraction thereof. Authorized rest period
23 time shall be counted as hours worked for which there shall be no deduction from wages.

24 51. At all times herein relevant, the public policy of the State of California, as codified,
25 expressed, and mandated by Cal. *Labor Code* § 512(a) and IWC Wage Order No. 4, Section 11(A),
26 declares that an employer may not employ an employee for a work period of more than five hours
27 per day without providing the employee with a meal period of not less than 30 minutes, except that

1 if the total work period per day of the employee is no more than six hours, the period may be waived
2 by mutual consent of both the employer and employee.

3 52. At all times herein relevant, the public policy of the State of California, as codified,
4 expressed, and mandated by IWC Wage Order No. 4, Section 11(A), also declares unless the
5 employee is relieved of all duty during his or her thirty minute meal period, the meal period shall be
6 considered an “on duty” meal period and counted as hours worked, which must be compensated at
7 the employee's regular rate of pay. An “on duty” meal period shall be permitted only when the nature
8 of the work prevents an employee from being relieved of all duty and when by written agreement
9 between the employer and employee an on-the-job paid meal period is agreed to.

10 53. Moreover, at all times herein relevant, the public policy of the State of California declares
11 that when an employee works for a work period of more than five hours, a meal period must be
12 provided no later than the end of the employee’s fifth hour of work, i.e., no later than the start of the
13 employee’s sixth hour of work.

14 54. California *Labor Code* § 226.7(b) and IWC Wage Order No. 4, Sections 11(B) and 12(B)
15 declare that if an employer fails to provide an employee a meal period or rest period in accordance
16 with an applicable order of the IWC, the employer shall pay the employee one additional hour of
17 pay at the employee's regular rate of compensation for each work day that the meal or rest period is
18 not provided.

19 55. As such, Plaintiff is entitled to one additional hour of pay at her regular rate of compensation
20 for each work day when a meal or rest period was not provided or was either interrupted, incomplete,
21 and/or untimely.

22 56. As a result of the acts of Defendants and DOES 1 through 100, and each of them, Plaintiff is
23 also entitled to compensation for each meal period where he was “on duty.”

24 57. Plaintiff is also entitled to the remedies provides by California *Labor Code* § 218.5, which
25 in relevant part declares, “In any action brought for the nonpayment of wages, fringe benefits, or
26 health and welfare or pension fund contributions, the court shall award reasonable attorney's fees
27

1 and costs to the prevailing party if any party to the action requests attorney's fees and costs upon
2 the initiation of the action.”

3 58. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

4 V.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of California *Business & Professions Code* §§ 17200 et seq.**

7 **Against All Defendants & DOES 1 Through 100, Inclusive**

8 59. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
9 Complaint as though duly set forth in full herein.

10 60. Defendants engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading
11 business practices through the following, among others:

12 a) Defendants failed to compensate Plaintiff with the true, full, and/or correct minimum
13 wage for the regular hours he worked, in violation of Cal. *Labor Code* § 1197;

14 b) Defendants failed to compensate Plaintiff with the true, full, and/or correct amount
15 of his earned overtime wages, in violation of Cal. *Labor Code* § 510;

16 c) Defendants failed to compensate Plaintiff with the true, full, and/or correct amount
17 of his earned wages at the time of his separation, in violation of Cal. *Labor Code* § 202;

18 d) Defendants failed to provide Plaintiff with the full allotment of his daily meal and
19 rest periods, failed to provide said meal and rest periods in accordance with applicable timing
20 requirements, and/or failed to provide uninterrupted meal and rest periods, in violation of
21 Cal. *Labor Code* §§ 226.7 and 512 and IWC Wage Order No. 4;

22 e) Defendants failed to provide Plaintiff with accurate itemized wage statements, in
23 violation of Cal. *Labor Code* § 226.

24 61. Through their alleged acts and/or omissions, Defendants engaged in unfair, unlawful,
25 fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of Cal. *Bus.*
26 *& Prof. Code* §§ 17200 et seq., which prohibits conducting such business.

62. Defendants' willful and/or reckless conduct constituted unfair business practices and acts as the harm to the general public outweighed any utility that their conduct may have produced.

63. As a direct result of the conduct, acts, and omissions of Defendants and DOES 1 through 100, and each of them, Plaintiff has been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

64. California *Bus. & Prof. Code* § 17205 provides, unless otherwise expressly provided, the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.

65. The acts of Defendants and DOES 1 through 100, and each of them, were willful, wanton, malicious, intentional, oppressive, and/or despicable and were done in willful and conscious disregard of the rights, welfare, and/or safety of Plaintiff, and were done by managerial agents and employees of Defendants and DOES 1 through 100, and/or with their express knowledge, consent, and ratification, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at the time of trial pursuant to Cal. *Civil Code* § 3294(a) and (b).

66. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

VI.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage & Hour Statements

[California *Labor Code* § 226]

Against All Defendants & DOES 1 Through 100, Inclusive

67. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

68. On or about August 21, 2024, through his counsel of record, Plaintiff sent Defendants a written request to inspect his wage statements.

69. At all times herein mentioned, the public policy of the State of California, as codified, expressed, and mandated in California *Labor Code* § 226(b) declares that an employer that is

1 required by this code to keep the information required by subdivision (a) – including the hours
2 worked and wages earned – shall afford current and former employees the right to inspect or copy
3 records pertaining to their employment, upon reasonable request to the employer.

4 70. At all times herein mentioned, the public policy of the State of California, as codified,
5 expressed, and mandated in California *Labor Code* § 226(c) declares that an employer who receives
6 a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current
7 or former employee shall comply with the request as soon as practicable, but no later than 21
8 calendar days from the date of the request.

9 71. Defendants failed to abide by Section 226 as they failed to provide Plaintiff with the
10 opportunity to inspect said files after he made a written request.

11 72. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* §
12 226(f), which declares:

13 A failure by an employer to permit a current or former employee to inspect or copy
14 records within the time set forth in subdivision (c) entitles the current or former
15 employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar (\$750)
16 penalty from the employer.

17 73. Additionally, by virtue of their alleged failure to compensate Plaintiff his earned and due
18 wages (regular and overtime), as well as its failure to duly compensate Plaintiff the meal and rest
19 period premiums to which he was entitled, Defendants failed to provide Plaintiff with accurate
20 itemized wage statements, in direct violation of California *Labor Code* § 226(a).

21 74. Indeed, despite committing the violations alleged herein, Defendants nevertheless issued
22 Plaintiff itemized wage statements purporting to be accurate.

23 75. At all times relevant herein, California *Labor Code* § 226(a) in relevant part declares:

24 An employer, semimonthly or at the time of each payment of wages, shall furnish to
25 his or her employee, either as a detachable part of the check, draft, or voucher paying
26 the employee's wages, or separately if wages are paid by personal check or cash, an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total
hours worked by the employee, except as provided in subdivision (j), (3) the number
of piece-rate units earned and any applicable piece rate if the employee is paid on a
piece-rate basis, (4) all deductions, provided that all deductions made on written
orders of the employee may be aggregated and shown as one item, (5) net wages
earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

1 name of the employee and only the last four digits of his or her social security
2 number or an employee identification number other than a social security number,
3 (8) the name and address of the legal entity that is the employer and, if the employer
4 is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of 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...

5 76. As a result of Defendants' failure to maintain proper and/or accurate records as required by
6 subdivision (a), Plaintiff is entitled to all the remedies, including costs and reasonable attorney's
7 fees, as provided for by California *Labor Code* § 226(e)(1), which declares, "An employee suffering
8 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
9 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
10 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
11 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000),
12 and is entitled to an award of costs and reasonable attorney's fees."

13 77. Plaintiff has been damaged in an amount within the jurisdictional limits of this Court.

14 VII.

15 SEVENTH CAUSE OF ACTION

16 **Failure to Provide Employee Personnel File**

17 **[California *Labor Code* §§ 432 and 1198.5]**

18 **Against All Defendants & DOES 1 Through 100, Inclusive**

19 78. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this
20 Complaint as though duly set forth in full herein.

21 79. On or about August 21, 2024, through his counsel of record, Plaintiff sent Defendants a
22 written request to receive a copy of his employee personnel files and any instruments he signed
23 during his employment with Defendants.

24 80. California *Labor Code* § 432 declares that if an employee or applicant signs any instrument
25 relating to the obtaining or holding of employment, he or she shall be given a copy of the instrument
26 upon request.

81. Further, California *Labor Code* § 1198.5(a) declares that every employee has the right to inspect the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

82. Defendants failed to abide by Section 1198.5(a) as they failed to provide Plaintiff with the opportunity to inspect his personnel records after he made a request.

83. Defendants also failed to abide by Section 432 as they failed to provide Plaintiff with a copy of any instruments he signed relating to the obtaining or holding of employment.

84. As such, Plaintiff is entitled to the remedies and penalties provided by Cal. *Labor Code* § 1198.5(k), which declares:

If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

85. Plaintiff is also entitled to costs and attorney's fees for instituting this action pursuant to Cal. *Labor Code* § 1198.5(l).

86. Plaintiff also prays for damages and remedies as this Court deems appropriate.

VIII.

EIGHTH CAUSE OF ACTION

Violation of the Private Attorneys General Act

[California *Labor Code* §§ 2698 et seq.]

Against All Defendants & DOES 1 through 100, Inclusive

87. Plaintiff incorporates herein by reference and re-alleges each and every paragraph in this Complaint as though duly set forth in full herein.

88. Plaintiff provided the required written notice to the Labor & Workforce Development Agency ("LWDA") and Defendants of the specific violations of the California Labor Code that Defendants and DOES 1-100 are alleged to have violated and continue to violate.

89. Pursuant to California *Labor Code* § 2699.3, no response was received from the LWDA within 65 days of the postmark date of the notice to the LWDA.

90. Plaintiff therefore exhausted all administrative remedies required of him under California *Labor Code* §§ 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants’ alleged violations of the Labor Code.

91. Pursuant to California *Labor Code* § 2699, any provisions of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies, or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

92. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators and had the alleged violations committed against him and is therefore properly suited to represent the interests of other current and former employees who worked for Defendants and DOES 1 through 100 in the State of California during the PAGA period.

93. Based on the acts alleged above, Plaintiff, on behalf of himself and other similarly situated aggrieved employees, seeks penalties under California *Labor Code* §§ 2698 and 2699 because of Defendants’ violations of the California Labor Code, as alleged herein.

94. Plaintiff seeks penalties for Defendants’ misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim-specific relief under this cause of action.

95. Specifically, Plaintiff seeks penalties under California *Labor Code* § 2699 for violations of California Labor Code Sections 201, 202, 203, 204 and/or 204b, 210, 221, 226, 226.3, 226.7, 226.8, 510, 512, 558, 1174, 1174.5, 1194, 1197, and 1198, via 2698 and 2699, any other Labor Code provisions and Wage Orders violated on the facts alleged in this Complaint.

96. Pursuant to California *Labor Code* §§ 2698 et seq., Plaintiff seeks to recover attorney’s fees, costs, and civil penalties on behalf of Plaintiff and other current and former similarly situated

aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

WHEREFORE, PLAINTIFF SERGIO ROQUE prays for judgment against Defendants and DOES 1-100, and each of them, as follows:

1. For damages, penalties, reasonable attorney's fees, and/or costs of suit against Defendants as provided for by California *Labor Code* §§ 1194 et seq.;

2. For all remedies, including attorney's fees and costs, against Defendants as provided for by California *Labor Code* § 218.5;

3. For all remedies against Defendants as provided for by California *Labor Code* § 203;

4. For all penalties against Defendants as provided for by California *Labor Code* § 226.7;

5. For such relief against Defendants as the Court deems appropriate pursuant to Cal. *Bus. & Prof. Code* §§ 17200 et seq.;

6. For damages, penalties, reasonable attorney's fees, and costs of suit against Defendants as provided for by Cal. *Labor Code* §§ 226(e), (f);

7. For damages, penalties, and/or reasonable attorney's fees, and costs of suit against Defendants as provided for by Cal. *Labor Code* §§ 1198.5(k), (l);

8. For punitive and exemplary damages against Defendants, according to proof, as provided for by California *Civil Code* § 3294(a) and (b).

9. For the imposition of civil penalties against Defendants;

10. For maximum civil penalties against Defendants available under California *Labor Code* § 2699 in a manner and amount authorized by that statute, as described more particularly herein and representative PAGA claims;

11. For reasonable attorney's fees against Defendants where available by law, including but not limited to those pursuant to California *Labor Code* §§ 2698 et seq., California *Code of Civil Procedure* § 1021.5, and/or other applicable laws;

1 12. For all costs and disbursements incurred in this suit; and

2 13. For such other and further relief as this Court may deem proper.

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4 Dated: January 15, 2025

SEZGIN KHOUSADIAN LLP

5 By: Arthur Sezgin
6 ARTHUR SEZGIN, ESQ.
7 Attorneys for PLAINTIFF
8 SERGIO ROQUE
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