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As a Private Attorney General on Behalf of
the State of California

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

OSCAR NARANJO CRUZ, as a Private
Attorney General on Behalf of the State of
California,

Plaintiff,

vs.

RAJ PROPERTIES, LLC, a California
Limited Liability Company, and DOES 1
through 20, inclusive,

Defendants

Case No.: **25CV118474**

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

VIOLATION OF THE CALIFORNIA
LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LABOR
CODE §§ 2698, ET SEQ.)

[JURY TRIAL DEMANDED]

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COMES NOW Plaintiff, Oscar Naranjo Cruz (“Plaintiff”), as a Private Attorney General on Behalf of the State of California, alleges as follows:

NATURE OF ACTION

1. Plaintiff Oscar Naranjo Cruz (“Plaintiff”) brings this representative action against Defendant Raj Properties LLC, and Does 1 through 20, inclusive (collectively, “Defendants”), on behalf of himself individually and as a Private Attorney General on behalf of the State of California. Plaintiff seeks to recover civil penalties for all California-based aggrieved employees during the “Relevant Time Period” (defined as one year before the date Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) until the date of commencement of trial) who incurred wage and hour violations and losses as hereinafter described.

2. Defendant Raj Properties, LLC is a California Limited Liability Company that owns and manages residential rental properties throughout California, providing housing services and employment opportunities to individuals within the state.

3. On January 21, 2025, Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) and to the agent for service of process for each Defendant. Plaintiff has not received a response from the LWDA indicating that it intends to investigate these claims. Accordingly, Plaintiff has exhausted all notice requirements under the PAGA. Plaintiff asserts claims for civil penalties as a representative of the State of California, as authorized by the Private Attorneys General Act of 2004 (“PAGA”), and to the extent permitted by law, on behalf of aggrieved employees who held the positions identified herein and suffered one or more of the violations alleged. Labor Code §§ 2698, et seq.

(a) Failing to provide legally compliant meal periods or compensation in lieu thereof;

12 (c) Failing to timely pay minimum, regular, and/or overtime wages for all
13 hours worked;

15 || (e) Failing to timely pay all final wages; and

17 6. Plaintiff brings this representative action seeking monetary relief against
18 Defendants on behalf of himself and all aggrieved employees to recover, among other things,
19 penalties, attorneys' fees, costs, and expenses pursuant to the PAGA 510, 512, 558, 1174, 1174.5,
20 1194.2, 1197, 1197.1, 1198, and 1199.

7. The monetary relief sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

PARTIES

14 11. Plaintiff Oscar Naranjo Cruz at all times relevant to this action, resided in Alameda
15 County, California.

16 12. Plaintiff is informed and believes, and thereon alleges, that Defendants at all times
17 hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and
18 IWC Wage Orders, whose employees were and are engaged throughout this county and the State
19 of California.

20 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
21 under the fictitious names DOES 1 through 20 but will seek leave of this Court to amend this
22 Complaint and serve such fictitiously named Defendants once their names and capacities become
23 known.

15. Plaintiff is informed and believes, and thereon alleges, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants. Furthermore, defendants in all respects acted as the employer and/or joint employer of Plaintiff and the aggrieved employees.

16. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

14 17. At all relevant times, Defendants, and each of them, acted within the scope of such
15 agency or employment, or ratified each and every act or omission complained of herein. At all
16 relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each
17 and all the other Defendants in proximately causing the damages herein alleged.

18 18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants
19 are in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
20 occurrences and transactions alleged herein.

21 || **GENERAL ALLEGATIONS**

22 19. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 aggrieved employees as non-exempt employees.

1 20. Plaintiff was employed in a non-exempt position by Defendants during the Relevant
2 Time Period.

3 21. Defendants continue to employ non-exempt employees throughout California.

4 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers, employees and other professionals who
6 were knowledgeable about California's wage and hour laws, employment and personnel practices
7 and the requirements of California law.

8 23. Through this action, Plaintiff alleges that Defendants have engaged in a systematic
9 pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

10 24. Plaintiff is informed and believes, and thereon alleges, that Defendants failed to
11 provide Plaintiff and other aggrieved employees timely, uninterrupted, off-duty meal periods of
12 no less than thirty minutes for each period of five hours worked. Plaintiff and other aggrieved
13 employees would also often be required to work through meal periods or would be otherwise
14 interrupted during their meal periods.

15 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other aggrieved employees were entitled to receive all
17 required meal periods or payment of one (1) additional hour of pay at Plaintiff and other aggrieved
18 employees' regular rate of pay when they did not receive a timely meal period. In violation of the
19 Labor Code and IWC Wage Orders, Plaintiff and other aggrieved employees did not receive all
20 timely meal periods or payment of one (1) additional hour of pay at Plaintiff and other aggrieved
21 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

22 26. Upon information and belief, Defendants failed to provide Plaintiff and other
23 aggrieved employees timely, uninterrupted, on-the-clock rest period of no less than ten minutes

1 for every four hours worked, or every major fraction thereof. Defendants also routinely failed to
2 provide Plaintiff and other aggrieved employees with a second rest period for shifts lasting longer
3 than six hours, or a third rest period for shifts lasting longer than ten hours. These policies, among
4 others, have resulted in a denial of these employees' rights to a ten-minute rest period in violation
5 of California law.

6 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other aggrieved employees were entitled to receive all rest
8 breaks or payment of one (1) additional hour of pay at Plaintiff and other aggrieved employees'
9 regular rate of pay when a rest break was missed. In violation of the Labor Code and IWC Wage
10 Orders, Plaintiff and other aggrieved employees did not receive all rest breaks or payment of one
11 (1) additional hour of pay at Plaintiff and other aggrieved employees' regular rate of pay when a
12 rest break was missed.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
15 for all hours worked and that they were not receiving all wages earned for work that was required
16 to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and other
17 aggrieved employees were not paid wages (including minimum wages and overtime wages) when
18 Defendants required Plaintiff and other aggrieved employees to work off-the clock. For example,
19 Plaintiff and other aggrieved employees' workloads could not be reasonably completed within
20 their scheduled hours, and Defendants directed, pressured, compelled, and/or otherwise coerced
21 Plaintiff and other aggrieved employees to regularly perform their job duties while clocked out for
22 their meal periods, and Defendant improperly considered time spent by Plaintiff and other
23

1 aggrieved employees working through meal periods as non-compensable and failed to provide any
2 renumeration.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and other aggrieved employees were entitled to receive wages
5 for all overtime hours worked and that they were not receiving all wages earned for work that was
6 required to be performed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and
7 other aggrieved employees were not paid overtime wages at the correct regular rate when
8 Defendants failed to include all bonuses in their regular rate calculation and failed to pay all
9 bonuses earned.

10 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other aggrieved employees were entitled to receive itemized
12 wage statements that accurately showed their gross and net wages earned, inclusive dates of pay
13 periods, total hours worked, and all applicable hourly rates in effect and the number of hours
14 worked at each hourly rate in accordance with California law. In violation of the Labor Code,
15 Plaintiff and other aggrieved employees were not provided with accurate itemized wage
16 statements.

17 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Defendants were required to maintain accurate and complete records. In
19 violation of the Labor Code, Defendants failed to accurately record employee hours worked and/or
20 paid including wages owed for off-the-clock time and meal and rest premiums.

21 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Defendants were required to pay all wages to Plaintiff and other aggrieved
23

1 employees at the separation of their employment but, in violation of the Labor Code, failed to do
2 so.

3 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known they had a duty to compensate Plaintiff and other aggrieved employees, and
5 Defendants had the financial ability to pay such compensation but willfully, knowingly and
6 intentionally failed to do so all in order to increase Defendants' profits.

7 **FIRST CAUSE OF ACTION**

8 **ENFORCEMENT OF LABOR CODE § 2698 *ET SEQ.* ("PAGA")**

9 34. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
10 though fully set forth herein.

11 35. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
12 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
13 ("LWDA") or any of its departments, divisions, commissions, boards, agencies or employees for
14 violation of the code may, as an alternative, be recovered through a civil action brought by an
15 aggrieved employee on behalf of themselves or herself and other current or former employees
16 pursuant to the procedures specified in Labor Code § 2699.3.

17 36. For all provisions of the Labor Code except those for which a civil penalty is
18 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
19 dollars (\$100.00) for each aggrieved employee per pay period for the initial violations and two
20 hundred dollars (\$200.000) for each aggrieved employee per pay period for each subsequent pay
21 period in which Defendants violated these provisions of the Labor Code.

22 37. Defendants' conduct with respect to Plaintiff and other aggrieved employees
23 violates numerous Labor Code sections including, but not limited to, the following:

- 1 a. Violation of Labor Code §§ 218, 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199(c) for
- 2 failure to pay all wages for all hours worked, including minimum, regular, and overtime
- 3 wages;
- 4 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods or
- 5 compensation in lieu thereof;
- 6 c. Violation of Labor Code § 226.7 for failure to authorize or permit rest breaks or provide
- 7 compensation in lieu thereof;
- 8 d. Violation of Labor Code § 226 for failure to provide accurate, itemized wage statements;
- 9 e. Violation of Labor Code §§ 201-204, 256, 1198, and 2699 for failure to timely pay all
- 10 wages due during and upon termination of employment; and
- 11 f. Violation of Labor Code §§ 226, 1174, and 1174.5 for failure to maintain accurate and
- 12 complete records.

13 38. Plaintiff is an “aggrieved employee” because he was employed by the alleged

14 violator and had one or more of the alleged violations committed against him, and therefore are

15 properly suited to represent the interests of all other aggrieved employees.

16 39. Plaintiff has exhausted the procedural requirements under Labor Code §2699.3 as

17 to Defendants and is therefore able to pursue a claim for penalties on behalf of themselves and all

18 other aggrieved employees under PAGA.

19 40. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to

20 recover civil penalties for violations of the Labor Code sections cited above.

21 41. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred

22 herein.

23

PRAYER FOR RELIEF

WHEREFORE, on his own behalf and on behalf of all other aggrieved employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

- a. For civil penalties against Defendants on behalf of all aggrieved employees;
- b. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to California Labor Code §§ 2699(g) and California Code of Civil Procedure § 1021.5; and
- c. For such other relief as the Court deems just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury.

Dated: April 10, 2025

BRONSKI, P.C.

Anastasia Bronski
Anastasia Bronski, Esq.

Attorney for Plaintiff Oscar Naranjo Cruz, as a
Private Attorney General on Behalf of the State
of California