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8 Attorneys for Plaintiff MIRIAM BARAJAS,
on behalf of the general public as private attorney general.

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF SANTA BARBARA

11
12 MIRIAM BARAJAS, on behalf of the general
public as private attorney general,

13
14 Plaintiff,

15 v.

16 CELLCO PARTNERSHIP d/b/a VERIZON
17 WIRELESS SERVICES, LLC; and DOES 1-
18 50, inclusive,

19 Defendants.
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ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
8/11/2025 10:48 AM
By: Hana Rojas , Deputy

CASE NO.: 25CV04934

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

1 Plaintiff MIRIAM BARAJAS (“Plaintiff”), on behalf the general public and all non-
2 exempt aggrieved employees, acting on behalf of the California Attorney General as private
3 attorney general, asserts claims against Defendants CELLCO PARTNERSHIP dba VERIZON
4 WIRELESS SERVICES, LLC and DOES 1-50, inclusive (collectively “Defendants”) as follows:

5 **I. INTRODUCTION**

6 1. This is a representative action for recovery of penalties under the Private Attorneys
7 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
8 employees” to bring a lawsuit as a representative action on behalf of the general public as private
9 attorney general and all other current and former aggrieved employees, to recover civil penalties
10 and address an employer’s violations of the California Labor Code.

11 2. In this case, Defendants violated various provisions of the California Labor Code.
12 As set forth below, Defendants implemented policies and practices which led to Defendant’s:
13 (a) failure to pay wages including overtime; (b) failure to provide meal periods for every work
14 period exceeding more than five (5) or ten (10) hours per day and failure to pay an additional
15 hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c)
16 failure to provide rest breaks for every four hours or major fraction thereof worked and failure to
17 pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a
18 rest period; (d) failing to pay timely wages required by Labor Code § 203; (e) failing to provide
19 accurate itemized wage statements; (f) violation of Labor Code §§ 221, 224, and 300; and (g)
20 failing to reimburse expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et seq.*
21 on behalf of the general public as private attorney general and all other aggrieved employees.

22 **II. JURISDICTION AND VENUE**

23 3. The California Superior Court has jurisdiction over this action pursuant to
24 California Constitution Article VI, Section 10, which grants the Superior Court “original
25 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
26 which this action is brought do not give jurisdiction to any other court.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,
28 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally

1 avails itself of the California market so as to render the exercise of jurisdiction over it by the
2 California Courts consistent with traditional notions of fair play and substantial justice.

3 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
4 Civil Procedure section 395. Defendants are doing business throughout California, including but
5 not limited to Santa Barbara County, and each Defendant is within the jurisdiction of this Court
6 for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff
7 and all other aggrieved employees within the State of California. Defendants employ numerous
8 aggrieved employees in in the State of California.

9 6. On information and belief, Defendants have conducted business within the State of
10 California during the purported liability period and continue to conduct business throughout the
11 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
12 similarly situated non-exempt aggrieved employees within California.

13 7. The California Superior Court also has jurisdiction in this matter because on
14 information and belief there are no federal questions at issue, as the issues herein are based solely
15 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
16 California Code of Civil Procedure, the California Civil Code, and the California Business and
17 Professions Code.

18 8. On information and belief, during the statutory liability period and continuing to
19 the present (“liability period”), Defendant consistently maintained and enforced against
20 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
21 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
22 overtime; (b) failure to provide meal periods for every work period exceeding more than five (5)
23 or ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an
24 additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for
25 every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or
26 accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failing to pay
27 timely wages required by Labor Code § 203; (e) failing to provide accurate itemized wage
28 statements; (f) violation of Labor Code §§ 221, 224, and 300; and (g) failing to reimburse

- c) failing to timely pay Plaintiff and Aggrieved Employees;
- d) making unlawful deductions from earned wages, without authorization; and
- e) not reimbursed business expenses.

12. On information and belief, Defendants willfully failed to pay all earned wages in the form regular wages, minimum wages, overtime wages, reporting time wages, gratuity wages and meal and rest period premium wages to its Non-Exempt Employees and Aggrieved Employees; nor have Defendants returned to Plaintiff or Aggrieved Employees, upon or after separation from employment with Defendants, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

12. Defendant CELLCO PARTNERSHIP dba VERIZON WIRELESS SERVICES, LLC operates as a wireless voice and data services business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last year.

13. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

14. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other Aggrieved Employees, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each defendant 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 defendant are legally attributable to the other defendants.

1 **IV. GENERAL ALLEGATIONS**

2 15. At all times set forth herein, Defendants employed Plaintiff and other persons in the
3 capacity of non-exempt positions, however titled, throughout the state of California.

4 16. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
5 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
6 rules and regulations of the IWC California Wage Orders.

7 17. Defendants continue to employ Non-Exempt Employees, however titled, in
8 California and implement a uniform set of policies and practices to all non-exempt employees, as
9 they were all engaged in the job duties related to Defendant's wireless voice and data services
10 business.

11 18. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
12 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
13 of the requirements of California's wage and employment laws.

14 19. Plaintiff is informed and believes that during the relevant time frame, all Aggrieved
15 Employees are citizens of the state of California.

16 20. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
17 Employees based upon an hourly rate.

18 21. In addition, the Class Members frequently worked in excess of eight (8) hours a
19 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the
20 employee's correct rate of pay per hour for overtime.

21 22. Defendants also blended Plaintiff's commissions she earned based on sales and
22 incentives. Plaintiff was paid her commissions on the last Friday of each month. The overtime rate
23 of pay was not properly incorporated based on the commissions earned.

24 23. Plaintiff and the Aggrieved Employees were regularly required to work shifts in
25 excess of five hours without being provided a lawful meal period and over ten hours in a day
26 without being provided a second lawful meal period as required by law.

27 24. Plaintiff and Aggrieved Employees missed meal breaks often. Meal breaks were
28 often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay

1 premium wages for missed, short or late meal breaks.

2 25. Indeed, during the relevant time, as a consequence of Defendants' staffing and
3 scheduling practices, work demands, and Defendants' policies and practices, Defendants
4 frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally compliant
5 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

6 26. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
7 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
8 and the Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
9 required by law.

10 27. On information and belief, Plaintiff and Aggrieved Employees did not waive their
11 rights to meal periods under the law.

12 28. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty
13 meal periods.

14 29. Despite the above-mentioned meal period violations, Defendants failed to
15 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
16 one additional hour of pay at their regular rate as required by California law when meal periods
17 were not timely or lawfully provided in a compliant manner.

18 30. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
19 should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees
20 were entitled to receive premium wages based on their regular rate of pay under Labor Code
21 §226.7 but were not receiving such compensation.

22 31. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
23 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
24 period for every four hours worked or major fraction thereof, including third rest breaks which is a
25 violation of the Labor Code and IWC wage order. Plaintiff was not given a third rest break on the
26 aforementioned ten (10) hour and above work days.

27 32. Defendants maintained and enforced scheduling practices, policies, and imposed
28 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,

1 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
2 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
3 provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

4 33. Despite the above-mentioned rest period violations, Defendants did not compensate
5 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
6 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
7 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
8 permitted.

9 34. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
10 compensated for all time worked as Plaintiff and Aggrieved Employees as a result of off-the-
11 clock. For instance, Plaintiff was expected to respond to text messages and calls from her district
12 manager and manager on her personal cell phone during non-work hours regarding work related
13 communications. These calls and texts were sent to Plaintiff's personal cell phone, despite having
14 a designated work phone. Plaintiff was not compensated for time spent working off the clock
15 communicating to Defendants for work related purposes.

16 35. Defendants also failed to provide accurate, lawful itemized wage statements to
17 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
18 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
19 worked, including premiums due and owing for overtime pay, gross pay, and net pay figures from
20 Plaintiff and the Aggrieved Employees' wage statements.

21 36. On information and belief, during the relevant time frame, Defendants failed to
22 adequately reimburse Plaintiffs and Aggrieved Employees for business expenditures incurred for
23 the use of personal cell phones for work-related activity. For example, Defendant communicated
24 with Plaintiff on her personal cell phone. Plaintiff would receive calls and text messages via group
25 text with all employees as well as individual text messages from various managers. Such business
26 expenditures incurred were incurred in direct consequence of Plaintiff's and Class Members'
27 duties pursuant to Labor Code § 2802.

28 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein

1 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
2 thereof for resignations without prior notice as the case may be) they had a duty to accurately
3 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
4 meal and rest period premiums, and that Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part
6 because of the above-specified violations.

7 38. During the relevant time frame, Defendants made unlawful deductions from earned
8 wages, without authorization, all in violation of Labor Code §221, §224, and §300. For instance,
9 Defendants required Plaintiff and Aggrieved Employees lose future commissions if a customer
10 returned an item within six (6) months of purchase. This commission loss was deducted from
11 Plaintiff's future earned commissions. Plaintiff did not authorize these deductions from her wages.

12 39. Upon information and belief, Defendants knew and or should have known that it is
13 improper to implement policies and commit unlawful acts such as:

14 (a) requiring employees to work four (4) hours or a major fraction thereof without
15 being provided a minimum ten (10) minute rest period and without compensating the employees
16 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
17 rest period was not provided;

18 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
19 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
20 and without compensating employees with one (1) hour of pay at the regular rate of compensation
21 for each workday that such a meal period was not provided;

22 (c) failing to pay overtime and minimum wages;

23 (d) failing to provide accurate itemized wage statements;

24 (e) failing to timely pay Plaintiff and Aggrieved Employees;

25 (f) making unlawful deductions from earned wages, without authorization; and

26 (g) failing to reimburse business expenses;

27 40. In addition to the violations above, and on information and belief, Defendants knew
28 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted

1 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
2 knowingly, recklessly, and/or intentionally failed to do so.

3 Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendants
4 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
5 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
6 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

7 **REPRESENTATIVE CLAIMS**

8 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

9 41. Plaintiff incorporates by reference and re-alleges each and every allegation
10 contained above, as though fully set forth herein.

11 42. On June 4, 2025, Plaintiff complied with notice requirements pursuant to Labor
12 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
13 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
14 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
15 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
16 representative capacity. The substance and violations set forth in this Complaint of which the
17 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
18 Action Complaint to the LWDA.

19 43. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
20 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
21 Employees of Defendants.

22 44. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
23 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
24 including without limitation Labor Code section 201-203, 221, 300, 510, 512, 558, 226, 226.3,
25 226.7, 1024.5, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.*, applicable
26 IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

27 45. At all times relevant, Plaintiff and all other aggrieved employees regularly
28 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and

1 rest break requirements of the applicable IWC wage order and the Labor Code.

2 46. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
3 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
4 aggrieved Employees to work off-the-clock as outlined above.

5 47. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
6 overtime wages owed as discussed above due to Defendants' failure to accurately pay overtime
7 wages due to Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as
8 outlined above. Therefore, Defendants violated section 510, and 1194 by not compensating its
9 Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours in
10 a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
11 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
13 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
14 in a day on the seventh day of work in a particular work week.

15 48. Defendants failed to provide Plaintiff and all other aggrieved employees
16 uninterrupted duty free meal periods of not less than thirty (30) minutes. Defendants implemented
17 and enforced policies of on duty meal period practices which required employees to work during
18 their meal periods, to forego their meal periods, and/or to return to work from meal periods prior
19 to thirty (30) uninterrupted minutes. As a proximate result of the aforementioned violations,
20 Plaintiff and all other aggrieved employees have been damaged in an amount according to proof at
21 time of trial.

22 49. Plaintiff, and on information and belief, all aggrieved employees, were
23 systematically not permitted or authorized to take ten minute rest periods for every four hours
24 worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.
25 Plaintiff and on information and belief, aggrieved employees, were not compensated with one
26 hour of wages for every day in which a rest period was missed or untimely as a result of
27 Defendants' policies, practices, or work demands. By failing to authorize and permit a ten-minute
28 rest period for every four hours or major fraction thereof worked per day by its Non-Exempt

1 Employees, and by failing to provide compensation for such non-provided or shortened rest
2 periods, as alleged above, Defendants willfully violated the provisions of Labor Code sections
3 226.7, 512 and the applicable IWC Wage Order.

4 50. Defendants also willfully violated Labor Code sections 201-203 by failing to
5 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
6 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
7 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
8 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
9 the subject employee's wages until the back wages are paid in full or an action is commenced.
10 The penalty cannot exceed 30 days of wages.

11 51. Plaintiff and all other aggrieved employees who were separated from employment
12 are entitled to compensation for all forms of wages earned, including but not limited to
13 compensation regular and overtime wages, and for non-provided meal and rest periods, but to date
14 have not received such compensation, therefore entitling them to penalties under PAGA for
15 violations of Labor Code sections 201-203.

16 52. On information and belief, Defendants willfully failed to pay all wages due and
17 owing upon separation from employment. These wages include but are not limited to regular and
18 overtime wages, and meal and rest period premiums.

19 53. Defendants also made unlawful deductions from earned wages, without
20 authorization, all in violation of Labor Code §221, §224, and §300. Labor Code §221 provides that
21 "[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages
22 theretofore paid by said employer to said employee."

23 54. Labor Code §221 prohibits an employer from taking back earned wages.
24 Defendants collected portions of earned wages from Plaintiff and the Aggrieved Employees.

25 55. In addition, upon information and belief, Plaintiff alleges that Defendants failed to
26 pay sick leave pay to Plaintiff and the Aggrieved Employees at the proper rate, as Defendants
27 failed to factor all forms of compensation into the regular rate.

28 56. On information and belief, Defendants failed to provide accurate itemized wage

1 statements which failed to include the rate of pay and total hours worked per pay period, failed to
2 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
3 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
4 to Labor Code section 226(a).

5 57. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
6 and the hours for which they worked for any given pay period.

7 58. Defendants have failed to accurately record all time worked.

8 59. Defendants have also failed to accurately record the meal and rest period premiums
9 owed and all wages owed per pay period.

10 60. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
13 for each violation in a subsequent citation, for which the employer fails to provide the employee a
14 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

15 61. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
16 Employees for business expenses incurred as described above. Labor Code § 2802 requires
17 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
18 direct consequences of the discharge of his or her duties. Despite these realities of the job,
19 Defendants failed to provide reimbursements.

20 62. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
21 implied, made by any employee to waive the benefits of this article or any part thereof is null and
22 void, and this article shall not deprive any employee or his or her personal representative of any
23 right or remedy to which he is entitled under the laws of this State.

24 63. Additionally, Defendants have no accurate records relating to aggrieved
25 employees’ work periods, meal periods, total daily hours worked, total hours worked per payroll
26 period and applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to
27 maintain accurate records relating to hours worked daily in violation of Labor Code sections
28 1174(d), 1174.5.

64. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his or her personal representative of any right or remedy to which he is entitled under the laws of this State.”

65. Additionally, Defendant have no accurate records relating to aggrieved employees' work periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

67. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

68. Plaintiff and the Representative aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: August 11, 2025

JAMES HAWKINS APLC

By:

JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiff MIRIAM BARAJAS,
on behalf of the general public as private
attorney general

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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 4, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS SERVICES, LLC
Agent for Service of Process:
C T CORPORATION SYSTEM
Amanda Garcia
330 N Brand Blvd, Suite 700
Glendale, California 91203
Receipt No.: 9589 0710 5270 0078 0195 12

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

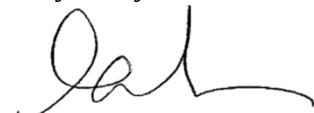
To Whom It May Concern:

PLEASE TAKE NOTICE that Plaintiff MIRIAM BARAJAS, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency and CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS SERVICES, LLC through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Santa Barbara County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint