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9 Attorneys for Plaintiff MALIBER RODRIGUEZ
on behalf of the general public as private attorney general

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**

13 MALIBER RODRIGUEZ, on behalf of the
14 general public as private attorney general,

15 Plaintiff,

16 v.

17 MILLENIUM GENERAL MAINTENANCE,
18 LLC, is a California Limited Liability Company
19 and DOES 1-50, inclusive,

20 Defendant.

Case No. 26CV487760

ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

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

E-FILED
2/24/2026 8:55 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
26CV487760
Reviewed By: M. Bui

COMES NOW Plaintiff MALIBER RODRIGUEZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant MILLENIUM GENERAL MAINTENANCE, LLC, a California Limited Liability Company and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

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

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide accurate itemized wage statements, (e) failure to timely pay wages during employment, and (f) failure to reimburse necessary business expenses.. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

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

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

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

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

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

16 8. On information and belief, during the statutory liability period and continuing to
17 the present ("liability period"), Defendant consistently maintained and enforced against
18 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
19 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
20 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to provide
21 accurate itemized wage statements, (e) failure to timely pay wages during employment, and (f)
22 failure to reimburse necessary business expenses.

23 9. On information and belief, during the statutory liability period and continuing to
24 the present, Defendant has had a consistent policy of failing to pay wages including overtime
25 wages for hours worked while subject to the control of Defendant.

26 10. On information and belief, during the statutory liability period and continuing to
27 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
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1 Defendant has also failed to provide meal premiums for missed meal periods.

2 11. On information and belief, during the statutory liability period and continuing to
3 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
4 Defendant has also failed to provide rest premiums for missed rest periods.

5 12. On information and belief, during the statutory liability period and continuing to
6 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
7 wage statements.

8 13. On information and belief, during the statutory liability period and continuing to
9 the present, Defendant has failed to timely pay Plaintiff and aggrieved employees their wages.

10 14. On information and belief, during the statutory liability period and continuing to
11 the present, Defendant has failed to reimburse necessary business expenses to Plaintiff and
12 aggrieved employees.

13 15. Plaintiff on behalf of the general public as private attorney general and all other
14 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
15 enumerated under 2699.5 as follows: sections 201-204, 226, 510, 512, 558, 226, 226.3, 1174,
16 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and seeking penalties, interest, attorneys' fees and
17 costs.

18 **III. PARTIES**

19 **A. Plaintiff**

20 16. Plaintiff, MALIBER RODRIGUEZ was employed by March 2025 as a Non-
21 Exempt Employee and worked during the liability period for Defendant as a janitor performing
22 corporate building cleaning an house cleaning and is still currently employed by Defendant.

23 17. As Defendant's employee, Plaintiff, and all other aggrieved employees were
24 regularly required to and subsequently suffered:

- 25 a) to perform work subject to the control of the employer without being compensated all
26 wages including overtime, all in violation of California labor laws, regulations, and the
27 Industrial Welfare Commission Wage Order ("IWC");
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- b) not provided meal periods nor paid premium wages;
- c) not provided first and second rest periods nor paid premium wages;
- d) not provided accurate itemized wage statements;
- e) not paid wages timely during employment; and
- f) not reimbursed for necessary business expenses.

18. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, 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. Defendant

19. MILLENIUM GENERAL MAINTENANCE, LLC a California Limited Liability Company, is a cleaning company with multiple California locations. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

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

21. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Representative Group, 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 Defendant, carried out a joint scheme, business

1 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
2 to the other Defendant.

3 **IV. GENERAL ALLEGATIONS**

4 22. At all times set forth herein, Defendant employed Plaintiff and other persons in the
5 capacity of non-exempt positions, however titled, throughout the state of California.

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

9 24. Defendant continues to employ Non-Exempt Employees, however titled, in
10 California and implement a uniform set of policies and practices to all non-exempt employees, as
11 they were all engaged in the generic job duties related to Defendant's cleaning business.

12 25. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
13 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
14 the requirements of California's wage and employment laws.

15 26. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
16 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
17 week.

18 27. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
19 Employees based upon an hourly rate.

20 28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
21 Employees typically worked six (6) days a week.

22 29. Plaintiff is informed and believes that the Aggrieved Employees were required to
23 keep similar schedules.

24 30. During the liability period, Defendant failed to compensate Plaintiff and Aggrieved
25 Employees for all hours worked, resulting in underpayment of minimum and overtime wages. For
26 instance, Plaintiff would attend work early and start working. Plaintiff and Aggrieved Employees
27 were not compensated for such off the clock work activities.
28

1 31. During the relevant time, as a consequence of Defendant's staffing and scheduling
2 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
3 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
4 meal periods on shifts over five hours as required by law.

5 32. On information and belief, Plaintiff and Aggrieved Employees did not sign a meal
6 waiver.

7 33. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
8 meal periods.

9 34. Despite the above-mentioned meal period violations, Defendant failed to
10 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
11 one additional hour of pay at their regular rate as required by California law when meal periods
12 were not timely or lawfully provided in a compliant manner.

13 35. Plaintiff are informed and believe, and thereon alleges, that Defendant know,
14 should know, knew, and/or should have known that Plaintiff and Aggrieved Employees were
15 entitled to receive premium wages based on their regular rate of pay under California Labor Code
16 § 226.7 but were not receiving such compensation.

17 36. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, which is a violation of the California
20 Labor Code and IWC wage order.

21 37. Defendant maintained and enforced scheduling practices, policies, and imposed
22 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
23 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
24 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure
25 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

26 38. Despite the above-mentioned rest period violations, Defendant did not compensate
27 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
28

1 pay at their regular rate as required by California law, including California Labor Code § 226.7
2 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
3 and permitted.

4 39. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
5 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
6 were not reimbursed for costs associated with mileage and personal automobile usage.

7 40. Plaintiff has only been provided paychecks and no pay stubs or wage statements.
8 This has made it impossible for Plaintiff to know how her hours worked are tracked, especially
9 meal premiums, rest premiums, overtime pay, reimbursement and other payments.

10 41. Upon information and belief, Defendant knew and or should have known that it is
11 improper to implement policies and commit unlawful acts such as:

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

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

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

21 (d) failing to provide accurate wage statements;

22 (e) failing to reimburse necessary business expenses;

23 (f) failing to timely pay wages.

24 42. In addition to the violations above, and on information and belief, Defendant knew
25 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
26 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
27 knowingly, recklessly, and/or intentionally failed to do so.
28

1 43. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
2 Defendant is required to comply with, applicable California Labor Codes, Industrial Welfare
3 Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding
4 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

5 **V. REPRESENTATIVE CLAIMS**

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

7 44. Plaintiff incorporates by reference and re-alleges each and every allegation
8 contained above, as though fully set forth herein.

9 45. PAGA is a mechanism by which the State of California can enforce state labor laws
10 through the employee suing under the PAGA who do so as the proxy or agent of the state’s labor
11 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
12 law enforcement action designed to protect the public and not to benefit private parties. The
13 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
14 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
15 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
16 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
17 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

18 46. Plaintiff brings this Representative Action on behalf of the State of California with
19 respect to himself and all other individuals who are or previously were employed by Defendant as
20 non-exempt California employees during the applicable statutory period (the “aggrieved
21 employees”).

22 47. On December 19, 2025, Plaintiff complied with notice requirements pursuant to
23 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
24 **A**, indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
25 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
26 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
27 representative capacity. The substance and violations set forth in this Complaint of which the
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1 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
2 Action Complaint to the LWDA.

3 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
4 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
5 Employees of Defendant.

6 49. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
7 which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint,
8 including without limitation Labor Code section 201-204, 226, 226.3, 226(b), 510, 512, 558, 1174,
9 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1198.5, 2802, 2804, and 2698 *et seq.*, applicable IWC
10 Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

11 50. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
12 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
13 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
14 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
15 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
16 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
17 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
18 (8) hours in a day on the seventh day of work in a particular work week.

19 51. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
20 period of more than five (5) hours without providing a meal break of not less than thirty (30)
21 minutes in which the employee is relieved of all of his or her duties. Also pursuant to California
22 law and the relevant IWC Wage Order(s), no employer shall require an employee to work more
23 than ten hours without being provided a second meal period, which can be waived by mutual
24 consent up until the twelfth hour.

25 52. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
26 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes.

27 53. For the Liability Period, Defendant failed to provide Plaintiff and the Aggrieved
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1 Employees proper second meal periods for shifts in excess of ten hours.

2 54. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
3 Employees, “Every employer shall authorize and permit all employees to take rest periods, which
4 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
5 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
6 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
7 hours worked, for which there shall be no deduction from wages.” Labor Code §226.7(a) prohibits
8 an employer from requiring any employee to work during any rest period mandated by an
9 applicable order of the IWC. Defendant were required to authorize and permit employees such as
10 Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked at
11 a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
12 deduction from wages.

13 55. Despite said requirements applicable to Plaintiff and the Aggrieved Employees,
14 Defendant failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to
15 take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.
16 Plaintiff regularly worked shifts without properly authorized rest periods. Defendant did not pay
17 Plaintiff an hour of wages for each day that a rest period violation occurred. On information and
18 belief, the Aggrieved Employees endured similar violations as a result of Defendant’s rest period
19 policies and practices.

20 56. By their failure to provide rest periods for every four (4) hours or major fraction
21 thereof worked by Plaintiff and the Aggrieved Employees, Defendant violated the provisions of
22 Labor Code sections 226.7 and the applicable IWC Wage Order(s).

23 57. Plaintiff and the Aggrieved Employees were also injured because the wage
24 statements Defendant provided to them failed to accurately state the hours worked and also to state
25 that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in
26 which they were not provided with each of their authorized meal and rest periods. Defendant has
27 made it impossible to properly calculate important information from the wage statements that were
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1 provided to Plaintiff and the Aggrieved Employees throughout the liability period.

2 58. On information and belief, Defendant willfully failed to pay all wages due and
3 owing upon separation from employment. These wages include minimum and overtime wages.

4 59. On information and belief, Defendant willfully failed to pay all wages due and
5 owing during employment. These wages include minimum and overtime wages.

6 60. On information and belief, Defendant failed to provide accurate itemized wage
7 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
8 and the aggrieved employees pursuant to Labor Code section 226(a).

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

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

18 63. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees
19 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
20 worked.

21 64. On information and belief, Defendant failed to reimburse Plaintiff and aggrieved
22 Employees for business expenses incurred as described above. Labor Code § 2802 requires
23 Defendant to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
24 direct consequences of the discharge of his or her duties. Despite these realities of the job,
25 Defendant failed to provide reimbursements.

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

3 66. Plaintiff and the Representative aggrieved Employees are entitled to recover
4 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et. seq.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

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

10
11 Dated: February 24, 2026

JAMES HAWKINS APLC

12
13 By: 

14 JAMES R. HAWKINS
15 GREGORY MAURO
16 MICHAEL CALVO
17 LAUREN FALK
18 AVA ISSARY

19 Attorneys for Plaintiff MALIBER
20 RODRIGUEZ on behalf of the general public
21 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

December 19, 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

MILLENIUM GENERAL MAINTENANCE, LLC a California Limited Liability Company
Agent for Service of Process:
ROBERT O AVILA
1650 ZANKER ROAD, SAN JOSE, CA
Receipt No.: 9589 0710 5270 0078 0212 18

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

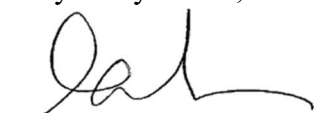
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff MALIBER RODRIGUEZ 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, MILLENIUM GENERAL MAINTENANCE, LLC a California Limited Liability Company 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 Clara 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