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Attorney for PLAINTIFFS WALTER CRUZ and ANTONIO ANGELO LARRANAGA,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

WALTER CRUZ and ANTONIO ANGELO
LARRANAGA, individuals, on behalf of the
State of California and all similarly aggrieved
employees,

Plaintiffs,

v.

TRISTRUX LLC, a Delaware limited liability
company, LEONE ELECTRIC COMPANY
LLC, a Delaware limited liability company;
and DOES 1-50, Inclusive,

Defendants.

Case No. 30-2024-01395710-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

Civil Penalties Pursuant to Labor Code §2699,
et seq., for violations of Labor Code §§ 201,
201.3, 202, 203, 204, 210, 218.5, 218.6, 221,
226, 226.2, 226.3, 226.7, 246, 510, 512, 558,
1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14,
1198, 1199, 2802, 2804 and the California
Code of Regulations

Assigned for all purposes

Judge: William Claster

Dept: CX103

Date Action Filed: 04/23/2024

PLAINTIFFS WALTER CRUZ and ANTONIO ANGELO LARRANAGA (hereinafter
“PLAINTIFF” and/or “PLAINTIFFS”), individuals, on behalf of the people of the State of
California and as “AGGRIEVED EMPLOYEE” acting as a private attorney general under the
Labor Code Private Attorney General Action of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
information and belief, except for their own acts and knowledge which are based on personal
knowledge, the following:

INTRODUCTION

1. PLAINTIFFS bring this action against TRISTRUX LLC, a Delaware limited liability
company, LEONE ELECTRIC COMPANY LLC, (“DEFENDANT”) (“DEFENDANT” or
“DEFENDANTS”) seeking only to recover PAGA civil penalties for themselves, and on behalf of
all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS do **not**

1 seek to recover anything other than penalties as permitted by California Labor Code § 2699.

2 To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS do not seek
3 underlying general and/or special damages for those violations in this action, but simply the civil
4 penalties permitted by California Labor Code § 2699. Notwithstanding, PLAINTIFFS are not
5 abandoning their right to pursue their individual claims for, *inter alia*, Defendant's alleged wage
6 violations, and/or general or special damages arising from those violations, and they fully intend to,
7 at a future date, pursue claims for those individual claims and damages.

8 2. California has enacted the PAGA to permit an individual to bring an action on behalf of
9 themselves and on behalf of others for PAGA penalties *only*, which is the precise and sole nature of
10 this action.

11 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANT'S
12 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any
13 other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be
14 construed as attempting to obtain any relief that would not be available in a PAGA-only action.

15 THE PARTIES

16 4. Defendant TRISTRUX LLC (“Defendant Tristrux”) is a Delaware limited liability company
17 that at all relevant times mentioned herein conducted and continues to conduct substantial and
18 regular business throughout California.

19 5. Defendant LEONE ELECTRIC COMPANY LLC (“Defendant Leone”) is a Delaware
20 limited liability company that at all relevant times mentioned herein conducted and continues to
21 conduct substantial and regular business throughout California.

22 6. Defendant Tristrux and Defendant Leone were the joint employers of PLAINTIFF as
23 evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed
24 work for respectively and are therefore jointly responsible as employers for the conduct alleged
25 herein as “DEFENDANTS” and/or “DEFENDANT.”

26 7. DEFENDANTS provide telecommunications services throughout the state of California,
27 including the County of Orange.

1 8. PLAINTIFF CRUZ was employed by DEFENDANT in California from December of 2021
2 to May of 2023 as a non-exempt employee, paid an hourly basis, and entitled to the legally required
3 meal and rest periods and payment of minimum and overtime wages due for all time worked.

4 9. PLAINTIFF LARRANAGA was employed by DEFENDANT in California from June 2022
5 to December of 2022 as a non-exempt employee, paid an hourly basis, and entitled to the legally
6 required meal and rest periods and payment of minimum and overtime wages due for all time
7 worked.

8 10. The true names and capacities, whether individual, corporate, subsidiary, partnership,
9 associate or otherwise of defendants DOES 1 through 50, inclusive, are presently unknown to
10 PLAINTIFFS who therefore sue these defendants by such fictitious names pursuant to Cal. Civ.
11 Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to allege the true names
12 and capacities of Does 1 through 50, inclusive, when they are ascertained. PLAINTIFFS are
13 informed and believe, and based upon that information and belief allege, that the Defendants named
14 in this Complaint, including DOES 1 through 50, inclusive (hereinafter collectively with
15 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
16 that proximately caused the injuries and damages hereinafter alleged.

17 11. The agents, servants and/or employees of the DEFENDANTS and each of them acting on
18 behalf of the DEFENDANTS acted within the course and scope of it, or its authority as the agent,
19 servant and/or employee of the DEFENDANTS, and personally participated in the conduct alleged
20 herein on behalf of the DEFENDANTS with respect to the conduct alleged herein. Consequently,
21 the acts of each of the DEFENDANTS are legally attributable to the other and all DEFENDANTS
22 are jointly and severally liable to PLAINTIFFS and those similarly situated, for the loss sustained
23 as a proximate result of the conduct of the DEFENDANTS’ agents, servants and/or employees.

24 12. DEFENDANTS were PLAINTIFFS’ employers or persons acting on behalf of
25 PLAINTIFFS’ employer, within the meaning of California Labor Code § 558, who violated or
26 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
27 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
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1 are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all
2 relevant times.

3 13. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
4 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
5 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
6 employee a wage less than the minimum fixed by California state law, and as such, are subject to
7 civil penalties for each underpaid employee.

8 14. PLAINTIFFS are informed and believe, and thereon allege that at all times hereinafter
9 mentioned, DEFENDANTS were and are subject to the Labor Code and IWC Wage Orders as
10 employers, whose employees were and are engaged throughout this county and the State of
11 California.

12 15. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS have
13 increased their profit by violating state wage and hour laws by, among other things:

- 14 a. Failing to pay all wages (including minimum wages and overtime wages);
- 15 b. Failing to provide lawful meal periods or compensation in lieu thereof;
- 16 c. Failing to authorize or permit lawful rest breaks or provide compensation in lieu
17 thereof;
- 18 d. Failing to provide accurate itemized wage statements;
- 19 e. Failing to reimburse business expenses;
- 20 f. Failing to pay all wages due upon separation of employment; and
- 21 g. Other labor code violations.

22 16. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES presently or
23 formerly employed by DEFENDANT during the PAGA PERIOD, bring this representative action
24 pursuant to Labor Code §2699, *et seq.* seeking penalties for DEFENDANT'S violations of
25 California Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3,
26 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804
27 and 2698, *et seq.* and the applicable Wage Orders. Based upon the foregoing, PLAINTIFFS and all
28

1 AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code § 2699,
2 *et seq.*

3 **JURISDICTION AND VENUE**

4 17. This is a representative action pursuant to Private Attorneys General Act of 2004 (Cal. Lab.
5 Code §§ 2698, *et seq.*)(“PAGA”). The civil penalties sought by PLAINTIFFS exceeds the minimal
6 jurisdictional limits of the Superior Court and will be established according to proof at trial.

7 18. This Court has jurisdiction over this action pursuant to the California Constitution, Article
8 VI, § 10, which grants the Superior Court original jurisdiction in all causes, except those given by
9 statutes to other courts. The statutes under which this action is brought do not specify any other basis
10 for jurisdiction.

11 19. This Court has jurisdiction over all DEFENDANTS because, upon information and belief,
12 they are citizens of California, have sufficient minimum contacts in California, or otherwise
13 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
14 over them by the California courts consistent with traditional notions of fair play and substantial
15 justice.

16 20. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395
17 and 395.5, because DEFENDANT (i) currently maintain and at all relevant times maintained
18 business in this County and/or conducts substantial business in this County, and (ii) committed the
19 wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.

20 **THE CONDUCT**

21 21. During the PAGA PERIOD, DEFENDANT failed to accurately calculate and pay
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES for all their time worked, including minimum
23 and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately calculate wages
24 for time worked and penalties for meal and rest periods owed to PLAINTIFFS and other
25 AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct compensation.
26 As a result, PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited wages due to them for
27 working without compensation at the correct minimum wage and overtime rates. DEFENDANT’S
28 uniform policy and practice to not pay the AGGRIEVED EMPLOYEES the correct compensation

1 for all time worked in accordance with applicable law is evidence by DEFENDANT's business
2 records.

3 22. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is required to
4 pay PLAINTIFFS and AGGRIEVED EMPLOYEES for all their time worked, meaning the time
5 during which an employee is subject to the control of an employer, including all the time the
6 employee is suffered or permitted to work. DEFENDANT required PLAINTIFFS and
7 AGGRIEVED EMPLOYEES to work without paying them for all the time they are under
8 DEFENDANT's control. Specifically, DEFENDANT required PLAINTIFFS to work while clocked
9 out. As a result, the PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited minimum wage
10 and overtime compensation by regularly working without their time being accurately recorded and
11 without compensation at the applicable minimum wage and overtime rates. DEFENDANT's
12 uniform policy and practice not to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all
13 time worked is evidenced by DEFENDANT's business records.

14 23. In violation of the applicable sections of the California Labor Code and the requirements of
15 the Industrial Welfare Commission ("IWC") Wage Orders, DEFENDANT as a matter of company
16 policy, practice and procedure, intentionally and knowingly failed to compensate PLAINTIFFS and
17 the other AGGRIEVED EMPLOYEES at the correct rate of pay for all overtime worked and correct
18 meal premium pay for all meal period violations. This uniform policy and practice of DEFENDANT
19 is intended to purposefully avoid the payment of the correct overtime compensation as required by
20 California law which allowed DEFENDANT to illegally profit and gain an unfair advantage over
21 competitors who complied with the law. To the extent equitable tolling operates to toll claims by
22 the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted
23 accordingly.

24 24. During the PAGA PERIOD, DEFENDANT failed to provide all the legally required off-
25 duty meal breaks to PLAINTIFFS and the other Aggrieved Employees as required by the applicable
26 Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and Aggrieved
27 Employees did not prevent these employees from being relieved of all of their duties for the legally
28 required off-duty meal periods. DEFENDANT'S meal period policies and practices were unlawful

1 because PLAINTIFFS and other Aggrieved Employees were far too over-booked and overworked
2 to take a timely off-duty thirty (30) minute meal period. As a result of their rigorous work schedules,
3 PLAINTIFFS and other Aggrieved Employees were often not fully relieved of duty by
4 DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide
5 PLAINTIFFS and the Aggrieved Employees with legally required meal breaks prior to their fifth
6 (5th) hour of work is evidenced by DEFENDANT's business records. As a result, PLAINTIFFS
7 and other members of the Aggrieved Employees forfeited meal breaks without additional
8 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

9 25. Further, upon information and belief, DEFENDANT failed to provide PLAINTIFFS and
10 Aggrieved Employees with a second off-duty meal period on workdays in which these employees
11 were required by DEFENDANT to work ten (10) hours of work from time to time. As a result,
12 DEFENDANT'S failure to provide PLAINTIFFS and the Aggrieved Employees with legally
13 required meal breaks is evidenced by DEFENDANT's business records which contain no record of
14 these breaks.

15 26. In addition, DEFENDANT failed to compensate PLAINTIFFS and Aggrieved Employees
16 for their rest periods as required by the applicable Wage Order and Labor Code. DEFENDANT did
17 not have a policy or practice which paid for off-duty rest periods to PLAINTIFFS and the other
18 Aggrieved Employees. As a result, DEFENDANT's failure to provide PLAINTIFFS and the
19 Aggrieved Employees with all the legally required paid rest periods is evidenced by
20 DEFENDANT's business records.

21 27. On information and belief, PLAINTIFFS and other Aggrieved Employees were required to
22 work while not clocked in. DEFENDANT maintained a company-wide policy of refusing to pay
23 Aggrieved Employees, like PLAINTIFFS, for all hours worked, even during training. Specifically,
24 DEFENDANT maintained a company-wide pattern and practice of altering employees' timecards
25 to eliminate numerous hours worked. As a result, DEFENDANT failed to compensate PLAINTIFFS
26 and the Aggrieved Employees wages for all hours worked.

27 28. Under California law, every employer shall pay to each employee, on the established payday
28 for the period involved, not less than the applicable minimum wage for all hours worked in the

1 payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.
2 Hours worked is defined in the applicable Wage Order as “the time during which an employee is
3 subject to the control of an employer, and includes all the time the employee is suffered or permitted
4 to work, whether or not required to do so.

5 29. From time to time, when DEFENDANT did not accurately record PLAINTIFFS’ and other
6 Aggrieved Employees’ missed meal and rest breaks and/or also failed to pay the proper minimum
7 wages, the wage statements issued to PLAINTIFFS and other Aggrieved Employees by
8 DEFENDANT violated California law, and in particular, Labor Code Section 226(a). Aside, from
9 the violations listed above in this paragraph, DEFENDANT failed to issue PLAINTIFFS and
10 Aggrieved Employees an itemized wage statement that lists all the requirements under California
11 Labor Code 226 *et seq.*

12 30. DEFENDANT as a matter of corporate policy, practice and procedure, intentionally,
13 knowingly and systematically failed to reimburse and indemnify PLAINTIFFS and the other
14 Aggrieved Employees for required business expenses incurred by the PLAINTIFFS and other
15 Aggrieved Employees in direct consequence of discharging their duties on behalf of DEFENDANT.
16 Under California Labor Code Section 2802, employers are required to indemnify employees for all
17 expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
18 states that "an employer shall indemnify his or her employee for all necessary expenditures or losses
19 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
20 obedience to the directions of the employer, even though unlawful, unless the employee, at the time
21 of obeying the directions, believed them to be unlawful."

22 31. In violation of the applicable sections of the California Labor Code and the requirements of
23 the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a matter of company
24 policy, practice and procedure, intentionally, knowingly and systematically failed to compensate
25 PLAINTIFFS and the other Aggrieved Employees for missed meal and rest periods. This uniform
26 policy and practice of DEFENDANT is intended to purposefully avoid the payment for all time
27 worked as required by California law which allows DEFENDANT to illegally profit and gain an
28 unfair advantage over competitors who complied with the law. To the extent equitable tolling

1 operates to toll claims by the Aggrieved Employees against DEFENDANT, the PAGA PERIOD
2 should be adjusted accordingly.

3 32. As a result of DEFENDANT's intentional disregard of the obligation to meet this burden,
4 DEFENDANT failed to properly calculate and/or pay all required compensation for work performed
5 by the members of the CALIFORNIA CLASS and violated the California Labor Code and
6 regulations promulgated thereunder as herein alleged.

7 33. Specifically, as to PLAINTIFFS, DEFENDANT failed to provide all the legally required
8 off-duty meal breaks to them and paid rest periods to them as required by the applicable Wage Order
9 and Labor Code. DEFENDANT failed to compensate PLAINTIFFS for their missed meal and rest
10 breaks. The nature of the work performed by PLAINTIFFS did not prevent them from being relieved
11 of all of their duties for the legally required off-duty meal periods. Further, DEFENDANT failed
12 to provide PLAINTIFFS with a second off-duty meal period each workday in which PLAINTIFFS
13 was required by DEFENDANT to work ten (10) hours of work. As a result, DEFENDANT'S failure
14 to provide PLAINTIFFS with the legally required second off-duty meal period is evidenced by
15 DEFENDANT's business records. From time to time, and as a result of DEFENDANT not
16 accurately recording all missed meal and rest periods, and failing to pay minimum wages due for all
17 time worked, the wage statements issued to PLAINTIFFS by DEFENDANT violated California
18 law, and in particular, Labor Code Section 226(a). To date, DEFENDANT has yet to pay
19 PLAINTIFFS all of their wages due to them and all premiums due to them for missed meal and rest
20 breaks and DEFENDANT has failed to pay any penalty wages owed to them under California Labor
21 Code Section 203.

22 34. From time-to-time DEFENDANTS required PLAINTIFFS, and AGGRIEVED
23 EMPLOYEES to perform pre-shift work, including but not limited to, cleaning a patient's home
24 and preparing food for the patient before clocking in to start their shift. Further, as discussed *supra*,
25 PLAINTIFFS and AGGRIEVED EMPLOYEES were from time to time interrupted with work
26 assignments during their off-duty meal periods without additional compensation from
27 DEFENDANT.

1 35. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock work
2 performed by PLAINTIFFS and the AGGRIEVED EMPLOYEES.

3 36. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
4 with an accurate itemized wage statement in writing showing, among other things, gross wages
5 earned and all applicable hourly rates in effect during the pay period and the corresponding amount
6 of time worked at each hourly rate. From time to time, DEFENDANT violated Cal. Lab. Code §
7 226 by failing to provide accurate wage statements. Additionally, DEFENDANT violated Cal. Lab.
8 Code § 226(a)(8) by failing to list the correct legal entity that employed PLAINTIFFS.
9 DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the
10 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT provided
11 PLAINTIFFS and the other AGGRIEVED EMPLOYEES with wage statements which violate Cal.
12 Lab. Code § 226 *et seq.*

13 37. Cal. Lab. Code § 204 provides that “[a]ll wages. . .earned by any person in any employment
14 are due and payable twice during each calendar month, on days designated in advance by the
15 employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly requires employers
16 to pay employees all wages owed within seven (7) days of the close of the payroll period.
17 DEFENDANT from time to time failed to pay PLAINTIFFS and other AGGRIEVED
18 EMPLOYEES all wages owed to them within seven (7) days of the close of the payroll period.

19 38. By reason of this uniform conduct applicable to PLAINTIFFS and all AGGRIEVED
20 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which fails to
21 accurately calculate and record the correct compensation for all time worked by PLAINTIFFS and
22 other AGGRIEVED EMPLOYEES. The proper calculation of these employees’ compensation is
23 the DEFENDANT’s burden. As a result of DEFENDANT’s intentional disregard of the obligation
24 to meet this burden, DEFENDANT fails to properly calculate and/or pay all required compensation
25 for work performed by the AGGRIEVED EMPLOYEES and violated the California Labor Code
26 and regulations promulgated thereunder as herein alleged.

27 39. All of the conduct and violations alleged herein occurred during the PAGA PERIOD.
28 To the extent that any of the conduct and violations alleged herein did not affect PLAINTIFFS

1 during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that affected other
2 AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018 AJDAR 12157
3 (Certified for Publication 12/19/18).

4 **FIRST CAUSE OF ACTION**

5 **For Violation of the Private Attorneys General Act**

6 **[Cal. Lab . Code §§ 2698 ET SEQ. (“PAGA”)]**

7 **(By PLAINTIFFS and Against All DEFENDANTS)**

8 40. PLAINTIFFS hereby re-allege and incorporate by reference the previous paragraphs
9 as though fully set forth herein, the prior paragraphs of this Complaint.

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

19 42. PLAINTIFFS, and such persons that may be added from time to time who satisfy the
20 requirements and exhaust the administrative procedures under the Private Attorney General Act,
21 bring this Representative Action on behalf of the State of California with respect to themselves and
22 all individuals who are or previously were employed by DEFENDANTS in California during the
23 time period of June 21, 2022 until the present (the "AGGRIEVED EMPLOYEES").

24 43. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
25 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
26 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
27 violation of the Labor Code may, as an alternative, be recovered through civil action brought by an
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1 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
2 to the procedures specified in Labor Code § 2699.3.

3 44. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
5 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
6 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
7 Defendants violated these provisions of the Labor Code.

8 45. Defendant's conduct violates numerous Wage Orders and Labor Code sections
9 including, but not limited to, the following:

10 a. Violation of Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226,
11 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199,
12 2802, 2804 and 2698 for failure to timely pay all earned wages (including minimum wage and
13 overtime wages) owed to Plaintiffs and other aggrieved employees during employment and upon
14 separation of employment as herein alleged;

15 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
16 Plaintiffs and other aggrieved employees failure to pay premium wages for missed meal periods and
17 herein alleged;

18 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiffs and
19 other aggrieved employees and failure to pay premium wages for missed rest periods as herein
20 alleged;

21 d. Violation of Labor Code § 226 for failure to provide accurate itemized wage
22 statements to Plaintiffs and other aggrieved employees as herein alleged;

23 e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and
24 complete records showing, among other things, the hours worked daily by and the wages paid to
25 aggrieved employees; and

26 f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiffs and other
27 aggrieved employees as herein alleged.

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46. Each Plaintiff is an “AGGRIEVED EMPLOYEE” because they were employed by the alleged violator and had one or more of the violations committed against them, and therefore are properly suited to represent the interest of all the other AGGRIEVED EMPLOYEES.

47. On June 21, 2023, PLAINTIFF WALTER CRUZ gave written notice by electronic submission to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF CRUZ to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

48. On October 23, 2023, PLAINTIFF ANTONIO ANGELO LARRANAGA gave written notice by electronic submission to the Labor and Workforce Development Agency (the "Agency") and by certified mail to the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference herein. The statutory waiting period for PLAINTIFF LARRANAGA to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

49. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

50. For bringing this action, Plaintiffs are entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

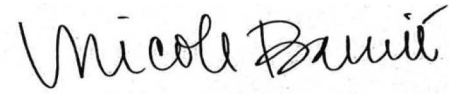
WHEREFORE, PLAINTIFFS, pray for judgment against each DEFENDANT, jointly and severally, as follows:

- 1 1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- 2 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
- 3 General Act of 2004;
- 4 b. An Award of penalties, attorneys' fees and costs of suit, as allowable under the law,
- 5 including, but not limited to, pursuant to Labor Code § 226, §1194 and §2699(g);
- 6 and
- 7 c. For such other relief as the Court deems just and proper.
- 8

9 Dated: April 19, 2024

10 **BARVIÉ LAW, APC**

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12 By



13 NICOLE BARVIÉ, Esq.
14 Attorneys for Plaintiff(s)

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