

HECTOR JUAREZ
c/o LAW OFFICES OF CHOI & ASSOCIATES
A Professional Law Corporation
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CA 90071
TEL (213) 381-1515
FAX (213) 465-4885

March 27, 2024

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: Juarez, Hector v. A. Ruiz Construction Co., & Assoc., Inc.

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code § 2699.3 of the claims asserted individually and on behalf of all aggrieved employees (“Aggrieved Employees”), against A. Ruiz Construction Co., & Assoc., Inc. (the “Company”). I allege, on behalf of myself and Aggrieved Employees that:

1. The Company violated Labor Code §§ 1174, 1198 and 1199 and IWC Wage Order No. 9-2001 §§ 7 & 11 by failing to maintain accurate time records showing when myself and other similarly situated aggrieved employees begin and end each work period, including meal periods. Specifically, the Company does not allow us to record the exact time of when we begin and end each of our meal periods. Further, the Company does not record the exact start time and end time of our shifts.

2. The Company violated Labor Code §226.7 by failing to provide me and other employees with a proper meal breaks for all shifts worked over 5 hours. Specifically, the Company did not provide me and aggrieved employees with the opportunity to take a duty-free 30 minute meal break within the first five (5) hours of work for shifts over 5 hours. Instead, the Company requires that me and other aggrieved employees eat our meals as we travel from one location to another. Similarly, me and other aggrieved employees were not provided with a second duty-free 30 minute meal break for shifts over 10 hours of work. Finally, me and aggrieved employees were not allowed to leave the sites that we were working on to take a duty-free meal break. Despite the foregoing, the Company failed to pay me and the other employees any premium wages for the missed meal breaks, in violation of Labor Code §226.7. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid meal

premium wages and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the meal break violations set forth above.

3. The Company violated Labor Code §226.7 by not authorizing and permitting a duty-free 10-minute rest period for every 4 hours worked, or major fraction thereof, to me and other similarly situated non-exempt aggrieved employees, nor paying the requisite rest period premium pay of an additional hour of wages. The Company violated these provisions by requiring me and other employees to remain in the sites during our rest breaks and to continue to work. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid rest premium wages and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the rest break violations set forth above.

4. The Company violated Labor Code § 1194, 1197 and 1197.1 for failing to pay minimum wages for all hours worked. Specifically, I and other non-exempt employees were required to arrive at our work location 15 to 20 minutes before the shift start time to load the trucks with materials that we needed for the day. Despite the foregoing, we were not paid minimum wages for the hours worked before the shift start time. Further, as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the unpaid minimum wages and Labor Code § 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the unpaid minimum wages set forth above.

The address for the Company is as follows:

A. Ruiz Construction Co., & Assoc., Inc.
1601 Cortland Avenue
San Francisco, CA 94110

Please contact my attorney Edward W. Choi at the above address/phone number if you have any questions regarding this matter.

Sincerely,



Hector Juarez

Cc: A. Ruiz Construction Co., & Assoc., Inc. (via certified mail)