

1 Manny Starr (319778)
2 manny@frontierlawcenter.com
3 Michael Rachmann (309770)
4 mike@frontierlawcenter.com
5 **FRONTIER LAW CENTER**
6 23901 Calabasas Road, Suite 1084
7 Calabasas, CA 91302
8 Telephone: (818) 914-3433
9 Facsimile: (818) 914-3433

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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff STEPHANIE IBARRA,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

STEPHANIE IBARRA, individually and on
behalf of all others similarly situated,

Plaintiff(s),

v.

TOWER ENERGY GROUP; and DOES 1
through 100,

Defendant(s).

Case No. **24STCV20112**

COMPLAINT

1. Private Attorneys General Act

RELEVANT PARTIES

1. Plaintiff STEPHANIE IBARRA (“Plaintiff”) is an adult resident of Riverside County, California, and was at all times relevant residing in Los Angeles County, California.

2. Defendant TOWER ENERGY GROUP (“Defendant”) is a California corporation] with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such

1 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
2 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
3 informed and believes, and based on such information and belief alleges, that each of the fictitiously
4 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
5 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
6 and Doe Defendants are collectively referred to as “Defendants”.

7 **JURISDICTION AND VENUE**

8 4. This action is properly filed in Los Angeles County because the acts and omissions that give
9 rise to Plaintiff’s claims took place in Los Angeles County, and Defendants transact substantial
10 business in this County.

11 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
12 alleged herein occurred in Los Angeles County, California and Plaintiff suffered damages from
13 such conduct within Los Angeles County, California.

14 **FACTUAL ALLEGATIONS**

15 6. At all times relevant, Plaintiff was Defendants’ employee.

16 7. Plaintiff was employed by Defendants from March 7, 2022, to the present.

17 8. Defendants failed to provide Plaintiff with compliant meal breaks because Plaintiff’s breaks
18 were frequently interrupted by associates or supervisors, Plaintiff was not always able to finish
19 interrupted breaks, Plaintiff was required to wait 30 minutes before clocking back in even when
20 interrupted which resulted in unpaid work time, Defendants’ interruptions of Plaintiff’s breaks
21 resulted in unpaid work, and Defendants’ timekeeping system did not allow accurate recording of
22 interrupted breaks. Despite not being provided with compliant meal breaks, Defendant did not pay
23 premium pay for these missed breaks at Plaintiff’s regular rate of pay.

24 9. Defendants failed to provide Plaintiff with compliant rest breaks because Plaintiff frequently
25 missed rest breaks, Defendants required Plaintiff to work during clocked-out rest periods, Plaintiff
26 never took a second 10-minute rest break due or was required to combine it with meal breaks, and
27 Defendants encouraged managers to stay on premises during breaks. Despite not being provided
28

1 with compliant rest breaks, Defendant did not pay premium pay for these missed breaks at
2 Plaintiff's regular rate of pay.

3 10. Defendants failed to pay Plaintiff for all hours worked because Defendants often required
4 Plaintiff to work during breaks, Plaintiff's supervisor would monitor overtime and require Plaintiff
5 to work off the clock, and Defendants' timekeeping system did not accurately record hours and
6 encouraged manipulation.

7 11. Defendants failed to pay Plaintiff all overtime owed because Plaintiff's supervisor instructed
8 her to work off the clock to avoid overtime, and Defendants did not compensate Plaintiff for work
9 performed during breaks.

10 12. Defendants failed to correctly calculate Plaintiff's regular rate of pay, and as a result,
11 underpaid Plaintiff's overtime. Specifically, Defendants did not include all non-discretionary pay
12 that Plaintiff earned when calculating Plaintiff's regular rate of pay.

13 13. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
14 required to purchase caution tape in order to perform their work duties, but Defendants did not
15 reimburse Plaintiff for these expenses.

16 14. Defendants failed to provide Plaintiff with accurate wage statements because the wage
17 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
18 other things.

19 15. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
20 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
21 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

22 16. The applicable Wage Order provides that "[a]ll working employees shall be provided with
23 suitable seats when the nature of the work reasonably permits the use of seats." It further states that
24 "[w]hen employees are not engaged in the active duties of their employment and the nature of the
25 work requires standing, an adequate number of suitable seats shall be placed in reasonable
26 proximity to the work area and employees shall be permitted to use such seats when it does not
27 interfere with the performance of their duties."

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17. Here, although Plaintiff and the Aggrieved Employees could have performed their job duties while seated, Defendants failed to provide suitable seating. Furthermore, Plaintiff and the Aggrieved Employees should have been provided with seats for use while not actively performing their work duties, but such seating was not provided.

PAGA ALLEGATIONS

18. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

19. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action under PAGA after the following requirement have been met:

20. The aggrieved employee has provided written notice by online filing to the LWDA and by certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations; and

21. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

22. On May 31, 2024, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated by Defendants, including the facts and theories to support the alleged violations.

23. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks PAGA Penalties on behalf of all Aggrieved Employees.

1 24. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
2 and former, who were employed by Defendants within one year prior to May 31, 2024, through
3 final disposition of this action.”

4 **FIRST CAUSE OF ACTION**

5 **Private Attorneys General Act**

6 **By Plaintiff and the Aggrieved Employees Against All Defendants**

7 25. Plaintiff incorporates by reference the paragraphs above.

8 26. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
9 violation(s) of the Labor Code.

10 27. As alleged herein, Defendants’ conduct violates numerous sections of the Labor Code.

11 28. With respect to violations of Labor Code sections 226.7 and 558 for Defendants’ failure to
12 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
13 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

14 29. With respect to violations of Labor Code section 226.7 for Defendants’ failure to provide
15 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
16 the penalties in Labor Code section 2699 apply.

17 30. With respect to violations of Labor Code section 1197 for Defendants’ failure to compensate
18 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
19 sections 1197.1 and 2699 apply.

20 31. With respect to violations of Labor Code section 510 for Defendants’ failure to compensate
21 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
22 sections 558, 1197.1, and 2699 apply.

23 32. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
24 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
25 and 2699 apply.

26 33. With respect to violations of Labor Code section 203 for failure to pay all wages due to
27 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
28 Labor Code section 2699 apply.

1 34. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
2 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
3 apply.

4 35. With respect to violations of Labor Code section 1198 and the relevant wage order for
5 failure to provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in
6 Labor Code section 2699 apply.

7 36. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
8 to Labor Code section 2699(g).

9 **PRAYER FOR RELIEF**

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

11 **First Cause of Action**

- 12 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
13 2. Attorneys' fees
14 3. Costs
15 4. Other relief the court deems proper

16
17 DATED: August 9, 2024

FRONTIER LAW CENTER

18 /s/ Manny Starr
19 Manny Starr

20 Attorneys for Plaintiff
21 STEPHANIE IBARRA,
22 individually and on behalf of all others
23 similarly situated
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