

**LAUREL EMPLOYMENT LAW**

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IRWIN SURIANO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

IRWIN SURIANO, an individual,

Plaintiff,

vs.

TRUE PWR LLC, a Delaware Limited  
Liability Company; and DOES 1 – 10,  
inclusive,

Defendants.

Case No.: **CVRI 2402428**

**COMPLAINT FOR:**

- (1) FAILURE TO PROVIDE MEAL PERIODS  
(Cal. Lab. Code § 226.7, § 512)
- (2) FAILURE TO PROVIDE REST PERIODS  
(Cal. Lab. Code § 226.7)
- (3) FAILURE TO PAY OVERTIME (Cal. Lab.  
Code § 510, 29 U.S.C. § 207)
- (4) FAILURE TO PAY WAGES FOR ALL  
HOURS WORKED (Cal. Lab. Code § 1194, §  
1197)
- (5) FAILURE TO INDEMNIFY EMPLOYEE  
EXPENSES (Cal. Lab. Code § 2802)
- (6) MANIPULATION OF TIME RECORDS (Cal.  
Lab. Code § 1174(d))
- (7) FAILURE TO PROVIDE ACCURATE  
ITEMIZED WAGE STATEMENTS;
- (8) VIOLATIONS OF *Bus. & Prof. Code* §§ 17200,  
*et. seq.*
- (9) FAILURE TO PAY MINIMUM WAGES

**DEMAND FOR JURY TRIAL**

[UNLIMITED JURISDICTION]

1 COMES NOW Plaintiff IRWIN SURIANO ("Plaintiff" or "Mr. Suriano") hereby brings this  
2 Complaint against Defendants TRUE PWR LLC ("True Pwr" or "Defendant"), and DOES 1 through 10,  
3 inclusive (collectively "Defendants") and alleges as follows:

4 **THE PARTIES**

5 1. Plaintiff is, and at all relevant times herein has been, an individual residing in Los Angeles  
6 County, California.

7 2. Defendant True Pwr is a corporation doing business in the County of Los Angeles, State  
8 of California, with its principal address located in 38740 Sky Canyon Dr., Murrieta, California.

9 3. Plaintiff is informed and believes and thereon alleges that at all times relevant herein,  
10 Defendants were and continue to be a company that employs five (5) or more employees in Los Angeles  
11 County, California and were/are employers covered by the Fair Employment and Housing Act ("FEHA")  
12 and the California Government Code.

13 4. At all times material hereto, Plaintiff was an employee of Defendants. Defendants were  
14 and are employers covered by the California Labor Code and the Industrial Welfare Commission  
15 ("IWC") Wage Orders.

16 5. The true names and capacities, whether a corporation, agent, individual or otherwise, of  
17 DOES 1 through 10, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious  
18 names. Each Defendant designated herein as a DOE is negligently or otherwise legally responsible in  
19 some manner for the events and happenings referred to herein and thereby proximately caused injuries  
20 and damages to Plaintiff as alleged herein. Plaintiff will seek leave of Court to amend this Complaint to  
21 show their true names and capacities when the same have been ascertained.

22 6. At all times mentioned here, DOES 1 through 10 were the agents, representatives,  
23 employees, successors and/or assigns of Defendants and at all times pertinent hereto were acting within  
24 the course and scope of their authority as such agents, representatives, employees, successors, and/or  
25 assigns.

1           7.       Plaintiff is informed and believes that at all relevant times herein mentioned Defendants,  
2 and/or DOES 1 through 10 are and were corporations, business entities, individuals, and partnerships,  
3 licensed to do business and actually doing business in the State of California. As such, and based upon  
4 all the facts and circumstances incident to Defendant's business in California, Defendants are subject to  
5 the FEHA, and the Government Code.

6           8.       Plaintiff is informed and believes that Defendants, and each of them, committed other  
7 wrongful acts or omissions of which Plaintiff is presently unaware. Plaintiff shall conduct discovery to  
8 identify said wrongful acts and will seek leave of Court to amend this Complaint to add said acts upon  
9 discovery.

10          9.       The events giving rise to these claims occurred in Los Angeles County, where Defendant  
11 operates its business. Therefore, jurisdiction and venue are proper in this court.

12          10. Pursuant to *Cal. Code Civ. Proc.* § 395(a), venue is proper in the above-entitled Court  
13 because the majority of all facts giving rise to the causes of action stated herein arose in Los Angeles  
14 County, California. Venue in is further proper under *Cal. Govt. Code* § 12965(b) because the unlawful  
15 practices were committed in Los Angeles County, California. Plaintiff worked in Los Angeles County,  
16 California, and Plaintiff is informed and believes that records relevant to this action are maintained in  
17 Los Angeles County, California.

18          11. Venue is proper in Los Angeles County pursuant to CCP § 395 because the defendant  
19 company's principal place of business is located here and most of the wrongful acts occurred within this  
20 county.

21                               **FACTS COMMON TO ALL CAUSES OF ACTION**

22          12.       Throughout his employment, Plaintiff regularly worked more than ten hours per day and  
23 was coerced into signing a waiver for his second meal break upon hiring, which was used by Defendants  
24 to deny him legally required meal periods.

13. Plaintiff's time records were routinely altered by Defendant Roy to indicate meal breaks that Plaintiff did not take, reducing his compensable hours and resulting in unpaid wages.

14. Plaintiff was also denied rest breaks as required every four hours of work, in direct violation of California labor laws.

15. Plaintiff regularly worked over 40 hours per week, often exceeding 50 hours, but was not compensated for all overtime hours due to the manipulation of his time records by Defendant Roy.

16. Plaintiff was required to use his personal vehicle for traveling to and from remote job sites and was not reimbursed for these expenses nor paid for travel time back to the office, as would be legally required.

17. The actions of Defendants have caused significant financial harm to Plaintiff and represent a systematic effort to undermine labor standards and exploit their workforce.

### FIRST CAUSE OF ACTION

## Failure to Provide Meal Periods against All Defendants

**(Against All Defendants and DOES 1-10)**

18. Plaintiff realleges and incorporates by reference the foregoing paragraphs.

19. Defendants failed to provide Plaintiff with the required meal periods as mandated by California Labor Code § 226.7 and § 512. Plaintiff was coerced into signing a waiver for his second meal break upon hiring, which Defendants used to systematically deny him legally required meal periods.

20. As a direct result of Defendants' actions, Plaintiff did not receive meal periods in accordance with California law, causing him financial harm due to unpaid meal break premiums.

## SECOND CAUSE OF ACTION

## Failure to Provide Rest Periods against All Defendants

**(Against All Defendants and DOES 1-10)**

21. Plaintiff realleges and incorporates by reference the foregoing paragraphs.

22. Defendants failed to authorize and permit rest breaks for every four hours worked, in violation of California Labor Code § 226.7.

23. Plaintiff was denied rest breaks regularly throughout his employment, which directly contravenes the mandates set forth by California labor laws, resulting in additional uncompensated time and personal distress.

### **THIRD CAUSE OF ACTION**

#### **Failure to Pay Overtime against All Defendants**

##### **(Against All Defendants and DOES 1-10)**

24. Plaintiff realleges and incorporates by reference the foregoing paragraphs.

25. Defendants failed to pay Plaintiff overtime wages as required by California Labor Code § 510 and the Fair Labor Standards Act, 29 U.S.C. § 207.

26. Despite regularly working over 40 hours per week, often exceeding 50 hours, Plaintiff was not compensated for all overtime hours due to Defendants' manipulation of his time records.

### **FOURTH CAUSE OF ACTION**

#### **Failure to Pay Wages for All Hours Worked against All Defendants**

##### **(Against All Defendants and DOES 1-10)**

27. Plaintiff realleges and incorporates by reference the foregoing paragraphs.

28. Defendants failed to pay Plaintiff for all hours worked, including hours spent traveling from job sites to his home, which should be compensated as if traveling back to the office, in violation of California Labor Code § 1194 and § 1197.

29. This failure to compensate for all hours worked, including significant travel time, resulted in substantial financial losses for Plaintiff.

### **FIFTH CAUSE OF ACTION**

#### **Failure to Indemnify Employee Expenses against All Defendants**

##### **(Against All Defendants and DOES 1-10)**



of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

38. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Cal. Lab. Code § 226(a) on wage statements that were provided to Plaintiff. The deficiencies include, among other things, the failure to correctly state the gross and net wages earned, total hours worked and all applicable hourly rates in effect and the number of hours worked at each hourly rate by Plaintiff.

39. As a result of Defendants' knowing and intentional failure to comply with Cal. Lab. Code § 226(a), Plaintiff has suffered injury and damage to her statutorily protected rights. Specifically, Plaintiff is deemed to suffer an injury pursuant to Cal. Lab. Code § 226(e) where, as here, Defendants intentionally violated Cal. Lab. Code § 226(a). Plaintiff was denied both her legal right to receive, and her protected interest in receiving, accurate itemized wage statements under Cal. Lab. Code § 226(a). In addition, because Defendants failed to provide the accurate rate of pay on wage statements, Defendants have prevented Plaintiff from determining if all hours worked were paid at the appropriate rate and the extent of the underpayment. Plaintiff has had to file this lawsuit in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

40. Plaintiff is entitled to recover from Defendants the greater of all actual damages caused by Defendants' failure to comply with Cal. Lab. Code § 226(a), or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one hundred dollars (\$100.00) for each violation in

subsequent pay periods, in an amount not exceeding four thousand dollars (\$4,000.00), plus attorneys' fees and costs.

41. Defendants' violations of Cal. Lab. Code § 226(a) prevented Plaintiff from knowing, understanding and disputing the wages paid to her, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional failure to comply with Cal. Lab. Code § 226(a), Plaintiff has suffered an injury, the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

42. Plaintiff is also entitled to injunctive relief under Cal. Lab. Code § 226(h), compelling Defendants to comply with Cal. Lab. Code § 226, and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

### **EIGHTH CAUSE OF ACTION**

#### **Violations of Bus. & Prof. Code §§ 17200, et seq.**

##### **(Against All Defendants and DOES 1-10)**

43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

44. Defendants' activities, as alleged herein, violate California law and constitute unlawful business acts or practices in violation of Bus. & Prof. Code §§ 17200, et seq.

45. A violation of Bus. & Prof. Code §§ 17200, et seq. may be predicated on the violation of any state or federal law.

46. Defendants' policies and practices have violated state law in at least the following respects:

- a. Failing to provide meal periods without paying Plaintiff premium wages for every day said meal periods were not provided in violation of Cal. Lab. Code §§ 226.7 and 512;

- b. Failing to authorize or permit rest breaks without paying Plaintiff premium wages for every day said rest breaks were not authorized or permitted in violation of Cal. Lab. Code § 226.7;
- c. Failing to provide Plaintiff with accurate itemized wage statements in violation of Cal. Lab. Code § 226;
- d. Failing to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1194.2, and 1197;
- e. Failing to Pay Plaintiff overtime in violation of Cal. Lab. Code §§ 510, 1194 and 1198;
- f. Failing to reimburse Plaintiff for necessary business expenses in violation of Cal. Lab. Code § 2802; and
- g. Failing to pay Plaintiff all wages due at the time of termination or within 72 hours thereof in violation of Cal. Lab. Code §§ 201, 202 and 203.

47. Defendants intentionally avoided paying Plaintiff wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

48. Pursuant to Bus. & Prof. Code §§ 17200, et seq. Plaintiff is entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four years prior to the filing of the Complaint; an award of attorneys' fees pursuant to Cal. Code Civ. Proc. § 1021.5 and other applicable laws; and an award of costs.

### **NINTH CAUSE OF ACTION**

**Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1194.2, and 1197;**

**Violation of IWC Wage Order § 3**

**(Against All Defendants and DOES 1-10)**

49. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

50. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

51. During the relevant time period, Defendants paid Plaintiff less than minimum wages when they required Plaintiff to work “off-the-clock”, among other things. To the extent these hours do not qualify for the payment of overtime, Plaintiff was not being paid at least minimum wages for his work.

52. During the relevant time period, Defendants regularly failed to pay at least minimum wages to Plaintiff for all hours worked pursuant to Cal. Lab. Code §§ 1194 and 1197.

53. Defendants have also refused to pay Plaintiff all wages due at the time of termination. This constitutes a failure to pay minimum wages violation of Cal. Lab. Code §§ 1194 and 1197.

54. Defendants’ failure to pay Plaintiff the required minimum wages violates Cal. Lab. Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff is entitled to recover the unpaid balance of her minimum wage compensation as well as interest, costs and attorneys’ fees.

55. Pursuant to Cal. Lab. Code § 1194.2, Plaintiff is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment as follows:

1. For general damages and compensatory damages in an amount according to proof, together with prejudgment interest;

2. For special damages;

3. For compensatory damages according to proof, including past and future lost earnings and other employment benefits, costs of seeking other employment and for damages for emotional distress, humiliation and mental anguish;

4. For interest at the legal rate from the date of injury or pursuant to *Cal. Code Civ. Proc.* § 3287;

1           5.       For all unpaid wages, including overtime and wages for hours worked not compensated,  
2 in amounts to be proven at trial;

3           6.       For statutory penalties due to the failure to provide mandated meal and rest breaks as per  
4 California Labor Code §§ 226.7 and 512;

5           7.       As allowed under the Fair Labor Standards Act and California Labor Code for the willful  
6 failure to pay minimum wages and overtime;

7           8.       For all necessary expenditures or losses incurred by Plaintiff as a direct consequence of  
8 discharging his duties, including but not limited to vehicle mileage and other work-related expenses;

9           9.       For statutory penalties as provided by the California Labor Code for the manipulation of  
10 time records;

11          10.       For reasonable attorneys' fees and costs pursuant to California Labor Code § 218.5 and  
12 any other applicable laws;

13          11.       Injunctive Relief for an order requiring Defendants to cease their illegal labor practices  
14 and to implement proper procedures to ensure compliance with California Labor Laws;

15          12.       Punitive Damages as deemed appropriate by the Court to punish Defendants for their  
16 willful and malicious conduct and to deter similar conduct in the future;

17          13.       For all damages available for violation of the California Labor Code;

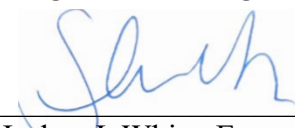
18          14.       For costs of suit incurred;

19          15.       For punitive and exemplary damages, according to proof; and

20          16.       For any other and further relief as the Court deems just and proper.

21 DATED:       April 25, 2024

**LAUREL EMPLOYMENT LAW**

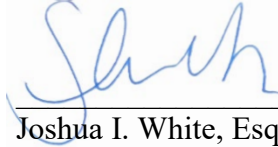
22  
23   
24 Joshua I. White, Esq.  
25 Sharon A. Ramirez, Esq.  
Attorneys for Plaintiff, IRWIN SURIANO

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands, as a matter of right, trial by jury in the case on all causes of action.

DATED: April 25, 2024

**LAUREL EMPLOYMENT LAW**



Joshua I. White, Esq.

Sharon A. Ramirez, Esq.

Attorneys for Plaintiff, IRWIN SURIANO