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June 26, 2025

VIA ONLINE PORTAL FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

VIA U.S. CERTIFIED MAIL

RETURN RECEIPT REQUESTED

[9589 0710 5270 1415 5659 52]

PRIME RENOVATION HOMES INC

c/o: Noam Yehuda Brief

1729 N. First St., #20402

San Jose, CA 95112

Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Christina Rodriguez (the "Plaintiff") and other aggrieved employees in a class action lawsuit against PRIME RENOVATION HOMES INC *doing business as* "PRIME DESIGN AND BUILD" (the "Defendant"). Plaintiff and other employees were employed as hourly, non-exempt employees for Defendant in the State of California, performing construction related work in their residential home remodeling business. Defendant has failed to pay minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to reimburse required expenses (including cellular telephone usage/data and mileage), failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiff on June 26, 2025 in the Superior Court of California – County of Santa Clara is attached hereto as **Exhibit 1**, which **(i)** identifies the alleged violations, **(ii)** details the facts and theories which support the alleged violations, **(iii)** details the specific work performed by Plaintiff, **(iv)** sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and **(v)** sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

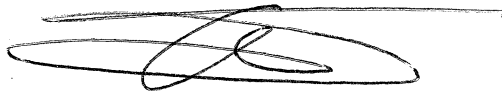
Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant.

This Notice Letter is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of Santa Clara on June 26, 2025, against Defendant as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendant as hourly, non-exempt employees in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

A handwritten signature in black ink, consisting of a series of loops and a horizontal line extending to the right.

Alexander I. Dychter, Esq.
Attorneys for Plaintiff Christina Rodriguez

encl: **Exhibit 1** = copy of Complaint filed on June 26, 2025

EXHIBIT 1

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Attorneys for Plaintiff Christina Rodriguez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

Christina Rodriguez, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

PRIME RENOVATION HOMES INC, a
California Corporation, doing business as
PRIME DESIGN AND BUILD; and DOES 1
through 50, inclusive,

Defendants.

Case No.

CLASS ACTION

COMPLAINT

1. Failure to Pay Minimum and Overtime Wages
2. Failure to Provide Required Meal Periods
3. Failure to Authorize and Permit Required Paid Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Christina Rodriguez (hereinafter “Plaintiff” or “Rodriguez”), an individual, on
2 behalf of herself and all other similarly situated current and former hourly, non-exempt employees
3 of Defendant, alleges on information and belief, except for with regard to her own acts and
4 experiences, which are based on personal knowledge, the following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendant PRIME RENOVATION
7 HOMES INC *doing business as* PRIME DESIGN AND BUILD (hereinafter “PRHI” or
8 “Defendant”) for (i) failing to pay minimum and overtime wages at the lawful regular rate of pay
9 for all work performed; (ii) failing to provide compliant, uninterrupted, duty-free meal periods; (iii)
10 failing to authorize and permit compliant, paid, duty-free rest periods; (iv) failing to pay all owed
11 wages each and every pay period; (v) failing to indemnify and reimburse for business expenses
12 incurred; (vi) failing to provide accurate, compliant, itemized wage statements; (vii) failing to pay
13 all wages owed upon separation of employment; and (viii) violation of California’s Unfair
14 Competition Law (“UCL”), Business & Professions Code § 17200, *et seq.*

15 2. Plaintiff is a member of and the named representative for the Class, the Separated
16 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 15-17, below. The
17 term “Class” includes Plaintiff and all other persons who are members of the “Class,” and/or the
18 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined, below.

19 **JURISDICTION AND VENUE**

20 3. This Court has jurisdiction over this Action, pursuant to California Code of Civil
21 Procedure (“CCP”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a Class
22 Action on behalf of Plaintiff and similarly situated non-exempt employees of Defendant, pursuant
23 to CCP § 382.

24 4. Venue is proper in this Court, pursuant to CCP §§ 395 and 395.5, because Plaintiff
25 performed work on behalf of Defendant in the County of Santa Clara and Defendant committed a
26 significant portion of the wrongful conduct against Plaintiff and Members of the Class herein
27 alleged in the County of Santa Clara.

28 ///

THE PARTIES

A. Plaintiff and the Class

5. Plaintiff Christina Rodriguez was employed by Defendant as an hourly, non-exempt electrician apprentice from approximately January 2025 through April 30, 2025. Plaintiff worked at multiple worksites (*i.e.* residential homes) throughout Santa Clara County, California and earned \$27 per hour. Defendant did not provide Plaintiff with an employee handbook and/or other traditional “new hire” paperwork or employment policies / practices, including any documents related to meal and rest break policies, time recordation, expense reimbursement, overtime, etc.

6. Defendant required Plaintiff to pick up building materials and supplies at Home Depot on a frequent basis (often multiple times per day) in her personal vehicle without any reimbursement from Defendant. Plaintiff did request from Defendant reimbursement for her gas, yet she was told by her supervisor “*no, it’s part of the job*” and shortly thereafter Defendant retaliated against Plaintiff for this complaint by switching her role from electrical work to demolition work. Also, Plaintiff is aware that Defendant utilizes GPS tracking of its employees via the “ExakTime” timekeeping application that Defendant has required each employee to install on their personal mobile telephones. Each trip Plaintiff took to Home Depot would be visible on the phone-based application, yet for some unknown reason Defendant had a practice of deleting all GPS tracking related to these vendor supply-purchasing trips. In addition to using her personal cellular telephone for the “ExakTime” application, Plaintiff was required to respond to phone calls and texts from a supervisor (“Carlos”) and to send via her phone pictures of job assignments/tasks when requested without any reimbursement being provided for mobile telephone usage. Defendant did not offer to provide Plaintiff with a company phone or tablet to use for these tasks or communications. Further, Carlos regularly placed calls to Plaintiff after-hours to ask about jobs and certain work items, yet Defendant failed to record this work time or to pay any wages for this mandatory off-the-clock work.

7. Defendant has a practice of altering time records in order to show false compliance with California’s wage and hour laws. On multiple occasions during staff meetings conducted by HR (“Benjamin”), it was clearly communicated to a room of approximately twenty (20) or more

1 Class Members that “*times will be corrected by me [Benjamin] in the computer if you don’t do it*
2 *right.*” On a regular basis, when a meal period was provided after the fifth hour of work, or not
3 provided at all, HR (“Benjamin”) would go into the time-keeping system and alter the time records
4 to show fabricated compliance with the respective labor code. Defendant’s HR representative also
5 stated in group meetings that even if overtime were worked it would not be paid unless it was
6 approved by management. Plaintiff is unclear at this time how much overtime she actually worked
7 that was not paid due to the electronic timekeeping manipulations and inaccurate edits by
8 Defendant. Further, when an employee missed clocking-in from a clocked-out meal break, the time
9 worked thereafter would *not be paid* whatsoever, even when this error was called to Defendant’s
10 attention. Instead, the employee would be blamed and told that they needed to have been clocked-
11 in for purposes of getting paid. Defendant failed to correct the time recorded and/or to pay
12 employees correctly for all time actually worked even when Defendant was well aware that the
13 time clocked out was not accurate.

14 8. Due to Defendant’s failure to staff projects adequately, Defendant did not actually
15 authorize and permit Plaintiff to take duty-free rest periods. Plaintiff was regularly unable to do so.

16 9. The Members of the Class and Subclasses are similarly situated persons who are
17 presently employed or were formerly employed by Defendant as hourly, non-exempt employees in
18 the State of California who: 1) were not paid minimum wages and overtime wages at the lawful
19 rate of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free
20 30-minute meal periods or premium pay in lieu thereof; 3) were not authorized and permitted to
21 take compliant, paid, duty-free 10-minute rest periods or given premium pay in lieu thereof; 4)
22 were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred
23 business expenditures; 6) were not provided with all earned wages upon their separation of
24 employment; and/or 7) were not provided compliant, accurate, itemized wage statements.

25 **B. Defendant**

26 10. Defendant PRIME RENOVATION HOMES INC *doing business as* PRIME
27 DESIGN AND BUILD (“PRHI”) is a corporation formed under the laws of the State of California
28 on or about January 11, 2022. PRHI is a home improvement, renovation and construction company

1 that specializes in the construction and renovation of residential homes. Defendant PRHI maintains
2 a Contractors License (#1087809) with the State of California Contractors State License Board
3 which is classified under “B-General Building” and “C-61 / D41 – Siding and Decking” and was
4 issued on February 28, 2022. The business address listed with the California Contractors State
5 License Board is: 1729 N. First Street #20402, San Jose, CA 95112. There are two individuals
6 associated with this license: Scott Sam Fisher (association date of February 28, 2022) with the
7 stated title of “RMO” [*i.e.* Responsible Managing Officer] and Noam Yehuda Brief (association
8 date of May 2, 2023) with the stated title of “Officer.” There is one additional individual, Daniel
9 Angel, who is no longer associated with this license (association date of February 28, 2022 and
10 disassociation date of May 12, 2025) with the stated title of “CEO / President.”

11 11. Based upon information and belief, Defendant employed Plaintiff and the Class
12 Members at multiple residential worksite locations, including servicing the areas of Saratoga, Los
13 Altos, Milpitas, Fremont, Redwood City, Menlo Park, Cupertino, Santa Clara, Sunnyvale,
14 Mountain View, Palo Alto, San Jose, Campbell, Los Gatos, Silicon Valley in the County of Santa
15 Clara. According to Defendant’s website, they have completed over 350 projects in Silicon Valley
16 and perform services related to home remodeling, kitchen and bath remodeling, ADU & garage
17 conversion, home additions, and new construction/complete renovation. (*see*
18 <https://primedesignandbuild.com/>). During the Class Period, Defendant typically maintained 15-20
19 residential home projects at any given time.

20 12. The true names, identities and capacities, whether individual, corporate, associate or
21 otherwise of the Defendants sued herein as DOES 1 through 50, inclusive, are presently unknown
22 to Plaintiff, who therefore sues these Defendants by such fictitious names, pursuant to CCP § 474.
23 Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the
24 alleged violations by those Defendants sued herein as DOES 1 through 50, but is informed and
25 believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct
26 alleged herein and therefore sues these Defendants by such fictitious names.

27 ///

28 ///

13. The agents, servants and/or employees of Defendants and each of them, acting on behalf of the Defendants, acted within the course and scope of his, her, their, or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to Plaintiff and the other non-exempt hourly employee Class Members, for the losses sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

14. 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 Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants designated herein is legally responsible in some manner for the unlawful acts referred to herein. To the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true names and capacities of these Defendants, when they have been ascertained and become known.

CLASS ACTION ALLEGATIONS

15. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to CCP § 382. Plaintiff seeks to represent a Class composed of defined as follows:

All of Defendant’s hourly, non-exempt employees working in the State of California at any time since June 26, 2021 through the date as determined by the Court (“Class Period”) (“Class Members”).

16. Plaintiff also seeks to bring this action on behalf of herself and all other similarly situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

All Class Members whose employment by Defendant(s) ended at any time since June 26, 2022 (“Separated Subclass Members”).

/ / /

1 17. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
2 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

3 **All Class Members employed by Defendant(s) at any time since June 26, 2024**
4 **(“Wage Statement Subclass Members”).**

5 18. This action has been brought and may be maintained as a class action, pursuant to
6 CCP § 382, because there is a well-defined community of interest among many persons who
7 comprise a readily ascertainable class.

- 8 a. The Class Members are so numerous that individual joinder of all of them as
9 plaintiffs is impractical. Although the exact number of Class Members is unknown
10 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
11 there are not less than 50 Class Members.
- 12 b. The identity of Class Members can readily be determined from Defendant’s records.
13 Defendant’s records include the name and address of every person who performed
14 work for them during the Class Period.
- 15 c. Common questions of law and fact exist as to Class Members and predominate over
16 any questions that may affect only individual Class Members. These common
17 questions include, but are not limited to:
- 18 (1) Did Defendant violate Labor Code §§ 510, 1194, and/or 1197 by failing to
19 pay Class Members for all minimum and overtime wages at the lawful rate
20 of pay owed to them for all hours during which they were subject to
21 Defendant’s control?
- 22 (2) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
23 Order No. 16, by failing to provide compliant duty-free, uninterrupted meal
24 periods and failing to pay the resulting premium, as alleged herein?
- 25 (3) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
26 Order No. 16, by failing to authorize and permit compliant duty-free,
27 uninterrupted paid rest periods and failing to pay the resulting premium, as
28 alleged herein?

- (4) Did Defendant, in violation of Labor Code § 2802, fail to indemnify Class Members for all necessary expenditures or losses incurred in the course of their duties, as alleged herein?
- (5) Did Defendant fail to provide Wage Statement Subclass Members with accurate, compliant, itemized wage statements?
- (6) Are Defendant's liable for civil penalties under Labor Code § 226?
- (7) Did Defendant, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?
- (8) Did Defendant act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?
- (9) Are Defendant's liable for penalty wages under Labor Code § 203?
- (10) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by their unlawful and/or unfair practices, as alleged herein?
- (11) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by failing to pay Plaintiff and Class Members all wages earned each pay period, in violation of Labor Code § 204, as alleged herein?
- (12) Are Defendant's liable for restitution under Cal. Bus. & Prof. Code § 17203?
- (13) Are Defendant's liable for pre-judgment interest?
- (14) Are Defendant's liable for attorneys' fees and/or litigation costs?

d. Plaintiff is a Member of the Class and the Subclasses, and her claims are typical of the claims of the other Class Members and Subclass Members. Plaintiff is informed and believes and thereon alleges that Defendant has been maintaining policies or practices of: 1) failing to pay minimum and overtime wages at the lawful rate of pay for all hours worked; 2) failing to provide compliant, duty-free meal periods or premium pay in lieu thereof; 3) failing to authorize and permit compliant properly paid, duty-free rest periods and to pay premium pay in lieu thereof; 4) failing to pay employees for all wages earned during each pay period; 5) failing to reimburse employees for all incurred business expenses; 6) willfully failing to pay employees

all earned wages due upon separation of employment; and/or 7) failing to provide employees with accurate, compliant itemized wage statements.

e. Plaintiff will adequately and fairly protect the interests of the Class Members and Subclass Members. Plaintiff has no interest adverse to the interests of absent Class Members and/or Subclass Members. Plaintiff is represented by legal counsel who has substantial class action experience in civil litigation and employment law.

19. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class Members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Overtime Wages (By Plaintiff and the Class Members against all Defendants)

20. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

21. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendant, covered by Labor Code §§ 510, 1194, and 1197 and I.W.C. Wage Order No. 16.

22. By their failure to pay minimum wages and overtime wages at the lawful rate of pay for all time worked, Defendants willfully breached their agreement and obligation to pay lawful wages, in violation of Labor Code §§ 510, 1194 and 1197 and I.W.C. Wage Order No. 16.

23. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of failing to pay minimum wages and overtime wages at the lawful regular rate of pay for all time actually worked.

1 24. As a result of Defendants' unlawful and willful conduct, employees have suffered
2 damages in an amount, subject to proof, to the extent they were not paid properly all minimum
3 wages and overtime wages at the lawful rate for all hours actually worked and owed to them under
4 Labor Code §§ 510, 1194 and 1197, I.W.C. Wage Order No. 16 and applicable local requirements.

5 25. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
6 Members are entitled to recover from Defendants the full amount of unpaid wages, liquidated
7 damages, pre-judgment interest, reasonable attorneys' fees and costs of suit.

8 **SECOND CAUSE OF ACTION**

9 **Failure to Provide Required Meal Periods**

(By Plaintiff and the Class Members against all Defendants)

10 26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

11 27. At all relevant times, Plaintiff and the Class Members were and/or are employees of
12 Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16.

13 28. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16, Plaintiff
14 and the Class Members are entitled to an uninterrupted, duty-free meal period of at least thirty (30)
15 minutes for each workday that they work more than five (5) hours, and a second uninterrupted,
16 duty-free meal period of at least thirty (30) minutes for each workday that they work more than ten
17 (10) hours, and one additional hour of pay for every day that all required, compliant meal periods
18 are not provided.

19 29. Defendants have failed to provide Plaintiff and the Class Members with compliant
20 uninterrupted, duty-free meal periods in accordance with Labor Code §§ 226.7 and 512, and I.W.C.
21 Wage Order No. 16. Plaintiff and other Class Members were subject to a practice by Defendants of
22 fabricating and inserting fictitious meal periods into the time recording system, interrupting them
23 during clocked-out meal periods and requiring them to perform work while off-the-clock, and
24 failing to provide second meal periods as mandated on shifts of ten (10) hours or greater.

25 30. Defendants have failed to provide Plaintiff and the Class Members the additional
26 hour of pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 16. Plaintiff is informed
27 and believes and thereon alleges that at all relevant times within the applicable limitations period,
28 Defendants have maintained and continue to maintain a policy or practice of not paying additional

1 pay at the lawful rate of pay to employees for the failure to provide compliant meal periods.

2 31. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
4 at the lawful rate of pay owed for the failure to provide compliant, uninterrupted meal periods.

5 32. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
6 recover the full amount of their unpaid additional wages for unprovided meal periods. Pursuant to
7 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
8 attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 and/ or Civil Code § 3287(a),
9 Plaintiff and the Class Members are entitled to recover prejudgment interest on the additional
10 wages owed for failure to provide meal periods at the lawful rate of pay.

11 **THIRD CAUSE OF ACTION**

12 **Failure to Authorize and Permit Required Paid Rest Periods** 13 (By Plaintiff and the Class Members against all Defendants)

14 33. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

15 34. At all relevant times, Plaintiff and the Class Members were and/or are employees of
16 Defendants, covered by Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16.

17 35. Pursuant to Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 16, Plaintiff
18 and the Class Members are entitled to properly paid duty-free rest periods of at least ten (10)
19 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
20 additional pay for every day that each and every required compliant paid rest period was not
21 authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest
22 period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4)
23 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
24 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
some shifts worked of ten (10) hours or more.

25 36. Defendants have failed to provide Plaintiff and the Class Members the additional
26 hour of pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 16. Plaintiff
27 is informed and believes and thereon alleges that at all times during the applicable limitations
28 period, Defendants have maintained and continue to maintain a policy or practice of requiring

1 Plaintiff and Class Members to remain “on-duty” and to perform work duties during their supposed
2 “rest periods,” and failing to account for work time spent by Class Members.

3 37. As a result of Defendants’ unlawful conduct, Plaintiff and the Class Members have
4 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
5 owed for missed rest periods at the lawful rate of pay.

6 38. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
7 recover the full amount of their unpaid additional wages for Defendants’ failure to authorize,
8 permit, and properly compensate for duty-free rest periods. Pursuant to Labor Code § 218.5,
9 Plaintiff and the Class Members are entitled to recover their reasonable attorneys’ fees and costs of
10 suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the Class Members are
11 entitled to recover prejudgment interest on the additional pay owed for required rest periods that
12 were not authorized, permitted, and/or properly paid.

13 **FOURTH CAUSE OF ACTION**
14 **Failure to Reimburse Required Expenses**
(By Plaintiff and the Class Members against all Defendants)

15 39. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

16 40. At all relevant times, Plaintiff and the other Members of the Class were employees
17 of Defendants, covered by Labor Code § 2802 which provides, in relevant part, that:

18 An employer shall indemnify his or his employee for all necessary expenditures or
19 losses incurred by the employee in direct consequence of the discharge of his or her
20 duties, or of his or her obedience to the directions of the employer, even though
21 unlawful, unless the employee, at the time of obeying the directions, believed them
22 to be unlawful.

23 41. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
24 reimburse and indemnify the Plaintiff and the other Members of the Class for mileage and
25 cellular/mobile telephone usage/data. Specifically, Defendants consistently contacted Plaintiff and
26 the Class Members either via phone call or text message, requiring that Class Members be
27 accessible and communicate via mobile phone, utilize the required time-keeping application on
28 their personal devices, and capture and send pictures of job assignments to Defendants. This work
expectation and mandate required Plaintiff and Class Members to incur the cost to maintain a

1 phone data plan, which is required to be indemnified by the employer, but Defendants failed to
2 provide reimbursement in compliance with California law. Defendants also required Plaintiff and
3 the Class Members to travel to various vendor locations to procure materials and supplies for job
4 assignments, but Defendants failed to provide reimbursement for incurred business mileage in
5 compliance with California law

6 42. Labor Code §§ 2802(b) and (c) provide for simple interest at the statutory post
7 judgment rate of ten percent (10%) per annum from the date of the expenditure, plus attorneys' fees
8 to collect reimbursement.

9 43. Plaintiff therefore demands reimbursement for expenditures or losses incurred by his
10 and the other Class Members in the discharge of their duties for Defendants, or their obedience to
11 the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs under
12 Labor Code § 2802.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Provide Accurate Itemized Wage Statements**

15 (By Plaintiff and the Wage Statement Subclass Members against all Defendants)

16 44. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

17 45. At all relevant times, Plaintiff and the Wage Statement Subclass Members were
18 and/or are employees of Defendants, covered by Labor Code § 226.

19 46. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
20 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
21 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
22 applicable hourly rates in effect during the pay period; the corresponding number of hours worked
23 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
24 paid; and the name and address of the legal entity that is the employer.

25 47. Defendants have failed to provide Plaintiff and the Wage Statement Subclass
26 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
27 and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one
28 (1) year preceding the filing of the Complaint in this action (the "Penalty Period"), Defendants
maintained a policy or practice of failing to pay minimum wages and overtime wages at the lawful

1 rate of pay for all time actually worked, failing to accurately record all hours actually worked,
2 failing to pay meal period premium payments, and failing to pay rest period premium payments.
3 Defendants' practices have resulted and continue to result in the issuance to Class Members of non-
4 compliant 'wage statements', which do not show the correct amount of gross wages earned, the
5 correct amount of net wages earned, the correct number of hours (regular and overtime) worked,
6 the correct hourly rates of pay in effect for each hour worked, and/or the correct deductions made
7 thereto for taxing authority purposes.

8 48. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members
9 with compliant and accurate itemized wage statements has been and is knowing and intentional.
10 Defendants have had the ability to provide Plaintiff and Wage Statement Subclass Members with
11 accurate wage statements, but intentionally provided 'wage statements' that Defendants knew were
12 not accurate or compliant.

13 49. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass
14 Members have suffered injury. The absence of accurate and complete information on their wage
15 statements has prevented timely challenges to Defendants' unlawful pay practices, has and will
16 require discovery and mathematical computations to determine the amount of wages owed and
17 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
18 time and pay records, and has led to the submission of inaccurate information about wages and
19 deductions to state and federal government agencies.

20 50. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
21 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
22 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
23 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
24 four thousand dollars (\$4,000) per employee.

25 51. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
26 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
27 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
28 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant

1 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
2 Subclass Members have no adequate legal remedy for the continuing injuries that they suffer as a
3 result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for
4 ensuring Defendants' ongoing compliance with Labor Code § 226(a).

5 52. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
6 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
7 §226(e), plus reasonable attorneys' fees and costs of suit.

8 **SIXTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Owed Upon Separation**

(By Plaintiff and the Separated Subclass Members against all Defendants)

10 53. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

11 54. At all relevant times, Plaintiff and the Separated Subclass Members were employees
12 of Defendants, covered by Labor Code §§ 201 and/or 202.

13 55. Pursuant to Labor Code §§ 201 and 202, Plaintiff and the Separated Subclass
14 Members were entitled upon separation to timely payment of all wages earned and unpaid prior to
15 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
16 to discharge immediately upon termination. Employees who resigned were entitled to payment of
17 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
18 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
19 unpaid prior to resignation at the time of resignation.

20 56. Defendants have failed to pay Plaintiff and the Separated Subclass Members all
21 wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202.
22 Plaintiff is informed and believes and thereon alleges that during the three (3) year limitation's
23 period applicable to this cause of action, Defendants have maintained and continue to maintain a
24 policy or practice of failing to pay for all minimum wages and overtime wages at the lawful rate of
25 pay for all time actually worked, all meal period premium payments, and all rest period premium
26 payments at the time of separation from employment.

27 57. Defendants' failure to pay Plaintiff and the Separated Subclass Members all wages
28 earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful.

1 Defendants have had the ability to pay all wages earned by employees – including but not limited
2 to all minimum and overtime wages at the lawful rate of pay – but intentionally have adopted
3 policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197,
4 and I.W.C. Wage Order No. 16. Defendants have had the ability to pay all meal period and rest
5 period premium payments earned by employees but intentionally adopted policies or practices
6 incompatible with the requirements of Labor Code § 226.7 and § 512, and I.W.C. Wage Order No.
7 16. When Defendants have failed to pay upon separation all wages earned prior to separation,
8 Defendants have known what they were doing and have intended to do what they did.

9 58. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass
10 Members are entitled to all wages earned prior to separation that Defendants did not pay them.

11 59. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are
12 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
13 until paid, up to a maximum of 30 days.

14 60. As a result of Defendants’ conduct, Plaintiff and the Separated Subclass Members
15 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
16 earned prior to separation in violation of Labor Code § 201 or § 202.

17 61. As a result of Defendants’ conduct, Plaintiff and the Separated Subclass Members
18 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
19 wages owed to them in violation of Labor Code § 203.

20 62. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass
21 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
22 reasonable attorneys’ fees and costs of suit. Plaintiff and the Separated Subclass Members are
23 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
24 Labor Code § 218.6 and/or Civil Code § 3287(a).

25
26 **SEVENTH CAUSE OF ACTION**
27 **Violation of California’s Unfair Competition Law (“UCL”)**
28 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
 (By Plaintiff and the Class Members against all Defendants)

63. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

1 64. Plaintiff brings this claim on behalf of herself and all others similarly situated in her
2 representative capacity against Defendant and Does 1 through 50, for their unlawful business acts
3 and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”), which prohibits
4 all unlawful business acts and/or practices.

5 65. Defendants are each a “person,” as that term is defined under Cal. Bus. & Prof.
6 Code § 17021.

7 66. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
8 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
9 respect to unfair competition as follows:

10 Any person who engages, has engaged, or proposes to engage in
11 unfair competition may be enjoined in any court of competent
12 jurisdiction. The court may make such orders or judgments,
13 including the appointment of a receiver, as may be necessary to
14 prevent the use or employment by any person of any practice which
 constitutes unfair competition, as defined in this chapter, or as may
 be necessary to restore to any person in interest any money or
 property, real or personal, which may have been acquired by means
 of such unfair competition.

15 Cal. Bus. & Prof. Code § 17203.

16 67. By the conduct alleged herein, Defendants have engaged and continue to engage in
17 business practices that are unfair, deceptive, and/or violate California law, including but not limited
18 to, I.W.C. Wage Order No. 16, the California Code of Regulations, and the California Labor Code,
19 including §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which
20 this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code §
21 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair
22 competition, including restitution of wages and premium pay wrongfully withheld.

23 68. By the conduct alleged herein, Defendants’ practices were and are unlawful, unfair
24 and deceptive, in that these practices have violated public policy, are immoral, unethical,
25 oppressive, unscrupulous or substantially injurious to employees, and are without valid justification
26 or utility, for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. &
27 Prof. Code § 17203, including restitution of wages and premium pay wrongfully withheld.

28 ///

1 69. By the conduct alleged herein, Defendants' practices were and are unlawful,
2 deceptive and/or fraudulent, in that Defendants under their uniform policies and practices have
3 failed to pay Plaintiff and the Class Members minimum wages and overtime wages at the lawful
4 rate of pay for all time actually worked, have failed to provide lawful, uninterrupted, duty-free meal
5 periods and to authorize and permit compliant paid duty-free rest periods, have failed to pay
6 premiums due in lieu of meal periods and/or rest periods, have failed to pay wages earned each and
7 every pay period, have failed to provide accurate and compliant itemized wage statements, have
8 failed to reimburse incurred business expenses, and have failed to pay all wages owed upon
9 separation of employment, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C.
10 requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court
11 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
12 restitution of wages and premium pay wrongfully withheld.

13 70. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
14 deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members
15 to be underpaid during their employment with Defendants and have created a false record that does
16 not accurately reflect the hours worked by employees and/or the times of meal periods provided.

17 71. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
18 deceptive, in that Defendants' uniform policies, practices and procedures have failed to provide
19 mandatory meal periods and/or to authorize and permit compliant rest periods to Plaintiff and the
20 Class Members or to pay premium wages in lieu thereof.

21 72. By and through the unlawful and unfair business practices described herein,
22 Defendants have obtained valuable property, money and services from Plaintiff and the Class
23 Members, including earned wages for all minimum wages, overtime wages, meal period and rest
24 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
25 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
26 allow Defendants to unfairly compete against competitors who comply with California laws.

27 73. All of the acts described herein as violations of, among other things, the I.W.C.
28 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in

1 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
2 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of the UCL.

3 74. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
4 necessary to disgorge from Defendants and to restore to them the money and property that
5 Defendants have acquired, or of which Plaintiff and the Class Members have been deprived, by
6 means of the above described unlawful and unfair business practices, including earned but not
7 limited to unpaid wages for all time worked.

8 75. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
9 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
10 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
11 practices in the future.

12 76. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
13 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
14 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
15 practices described herein, Plaintiff and the Class Members have suffered and will continue to
16 suffer irreparable legal and economic harm unless Defendant's are restrained from continuing to
17 engage in these unlawful and unfair business practices.

18 77. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
19 including restitution, disgorgement, attorneys' fees and litigation costs, declaratory relief, and a
20 permanent injunction enjoining Defendant from their unlawful, deceptive and/or unfair activity.

21 **PRAYER FOR RELIEF**

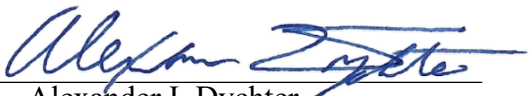
22 WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
23 judgment against Defendants as follows:

- 24 A. An order certifying this case as a class action;
25 B. An order appointing Plaintiff as representative for the Class;
26 C. An order appointing Plaintiff's counsel as counsel for the Class;
27 D. Damages for unpaid minimum wages and overtime wages;
28 E. Civil Penalties under Labor Code § 226(e);

- 1 F. Damages for unpaid premium pay owed for duty-free meal periods that Defendant
2 failed to provide, pursuant to Labor Code § 226.7;
- 3 G. Damages for unpaid premium pay owed for paid, duty-free rest periods that
4 Defendant failed to authorize and permit, pursuant to Labor Code § 226.7;
- 5 H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- 6 I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- 7 J. Penalty continuation wages, under Labor Code § 203;
- 8 K. Penalties for failing to produce timely, accurate wage statements at the time wages
9 have been paid, under Labor Code § 226;
- 10 L. Restitution and/or disgorgement of unpaid wages at the agreed upon and legal rates,
11 under Cal. Bus. & Prof. Code § 17203;
- 12 M. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
13 *seq.*, requiring that Defendants provide compliant, itemized wage statements, and
14 desist from their other unlawful and/or unfair employment practices;
- 15 N. Pre-judgment and post-judgment interest at the maximum legal rate;
- 16 O. Reasonable attorneys' fees;
- 17 P. Costs of suit; and,
- 18 Q. Such other relief as the Court may deem just and proper.

19 Dated: June 26, 2025

DYCHTER LAW OFFICES, APC

20
21 By: 
22 Alexander I. Dychter
Attorneys for Plaintiff Rodriguez

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff demands a trial by jury for herself and the Class on all claims so triable.

25
26 Dated: June 26, 2025

DYCHTER LAW OFFICES, APC

27
28 By: 
Alexander I. Dychter
Attorneys for Plaintiff Rodriguez