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**Electronically Filed
by Superior Court of CA,
County of Santa Clara,
on 10/9/2025 6:26 PM
Reviewed By: A. Floresca
Case #25CV469934
Envelope: 21171055**

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and Jose Fernandez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA**

Christina Rodriguez and Jose Fernandez,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Case No. 25CV469934

CLASS ACTION

Plaintiffs,

FIRST AMENDED COMPLAINT

v.

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.*)
8. Violation of the Private Attorneys General Act

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

Defendants.

DEMAND FOR JURY TRIAL

1 Plaintiff Christina Rodriguez (“Plaintiff Rodriguez” or “Rodriguez”) and Plaintiff Jose
2 Fernandez (“Plaintiff Fernandez” or “Fernandez”) (collectively the “Plaintiffs”), individuals, on
3 behalf of themselves and all other similarly situated current and former hourly, non-exempt
4 employees of Defendant, allege on information and belief, except for with regard to their own acts
5 and experiences, which are based on personal knowledge, the following:

6 **INTRODUCTION**

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

17 2. Plaintiffs are Members of and the named representatives for the Class, the Separated
18 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 15-17, below. The
19 term “Class” includes Plaintiffs and all other persons who are members of the “Class,” and/or the
20 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined, below.

21 **JURISDICTION AND VENUE**

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

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

1 alleged in the County of Santa Clara.

2 **THE PARTIES**

3 **A. Plaintiffs and the Class**

4 5. Plaintiff Christina Rodriguez was employed by Defendant as an hourly, non-exempt
5 electrician apprentice from approximately January 2025 through April 30, 2025. Plaintiff Jose
6 Fernandez was employed by Defendant as an hourly, non-exempt employee from approximately
7 November 2024 through January 2025. Plaintiffs worked at multiple worksites (*i.e.* residential
8 homes) throughout Santa Clara County, California. Plaintiff Rodriguez earned \$27 per hour and
9 Plaintiff Fernandez earned approximately \$33.12 per hour. Defendant did not provide Plaintiffs
10 with an employee handbook and/or other traditional “new hire” paperwork or employment policies
11 / practices, including any documents related to meal and rest break policies, time recordation,
12 expense reimbursement, overtime, etc. Further, Defendants paid Plaintiff Fernandez in “cash” for
13 the first few months of his employment (along with other employees), prior to Defendant’s
14 transition to an ADP payroll system.

15 6. Defendant required Plaintiffs to pick up building materials and supplies at Home
16 Depot on a frequent basis (often multiple times per day) in their personal vehicles without any
17 reimbursement from Defendant. Plaintiff Rodriguez did request from Defendant reimbursement
18 for her gas, yet she was told by her supervisor “*no, it’s part of the job*” and shortly thereafter
19 Defendant retaliated against Plaintiff Rodriguez for this complaint by switching her role from
20 electrical work to demolition work. Also, Plaintiff Rodriguez is aware that Defendant utilizes GPS
21 tracking of its employees via the “ExakTime” timekeeping application that Defendant has required
22 each employee to install on their personal mobile telephones. Each trip Plaintiff Rodriguez took to
23 Home Depot would be visible on the phone-based application, yet for some unknown reason
24 Defendant had a practice of deleting all GPS tracking related to these vendor supply-purchasing
25 trips. In addition to using her personal cellular telephone for the “ExakTime” application, Plaintiff
26 was required to respond to phone calls and texts from a supervisor (“Carlos”) and to send via her
27 phone pictures of job assignments/tasks when requested without any reimbursement being provided
28 for mobile telephone usage. Similarly, Plaintiff Fernandez was also required to use his personal

1 cellular telephone for the same purposes as Plaintiff Fernandez without reimbursement. Defendant
2 did not offer to provide Plaintiffs with a company phone or tablet to use for these tasks or
3 communications. Further, Carlos regularly placed calls to Plaintiff Rodriguez after-hours to ask
4 about jobs and certain work items, yet Defendant failed to record this work time or to pay any
5 wages for this mandatory off-the-clock work.

6 7. Defendant has a practice of altering time records in order to show false compliance
7 with California's wage and hour laws. On multiple occasions during staff meetings conducted by
8 HR ("Benjamin"), it was clearly communicated to a room of approximately twenty (20) or more
9 Class Members that "*times will be corrected by me [Benjamin] in the computer if you don't do it*
10 *right.*" On a regular basis, when a meal period was provided after the fifth hour of work, or not
11 provided at all, HR ("Benjamin") would go into the time-keeping system and alter the time records
12 to show fabricated compliance with the respective labor code. Defendant's HR representative also
13 stated in group meetings that even if overtime were worked it would not be paid unless it was
14 approved by management. Plaintiffs are unclear at this time how much overtime they actually
15 worked that was not paid due to the electronic timekeeping manipulations and inaccurate edits by
16 Defendant, or based on a total lack of records maintained by Defendant. Further, when an
17 employee missed clocking-in from a clocked-out meal break, the time worked thereafter would *not*
18 *be paid* whatsoever, even when this error was called to Defendant's attention. Instead, the
19 employee would be blamed and told that they needed to have been clocked-in for purposes of
20 getting paid. Defendant failed to correct the time recorded and/or to pay employees correctly for
21 all time actually worked even when Defendant was well aware that the time clocked out was not
22 accurate.

23 8. Due to Defendant's failure to staff projects adequately, Defendant did not actually
24 authorize and permit Plaintiffs to take duty-free rest periods. Plaintiffs were regularly unable to do
25 so.

26 9. The Members of the Class and Subclasses are similarly situated persons who are
27 presently employed or were formerly employed by Defendant as hourly, non-exempt employees in
28 the State of California who: 1) were not paid minimum wages and overtime wages at the lawful

1 rate of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free
2 30-minute meal periods or premium pay in lieu thereof; 3) were not authorized and permitted to
3 take compliant, paid, duty-free 10-minute rest periods or given premium pay in lieu thereof; 4)
4 were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred
5 business expenditures; 6) were not provided with all earned wages upon their separation of
6 employment; and/or 7) were not provided compliant, accurate, itemized wage statements.

7 **B. Defendant**

8 10. Defendant PRIME RENOVATION HOMES INC *doing business as* PRIME
9 DESIGN AND BUILD (“PRHI”) is a corporation formed under the laws of the State of California
10 on or about January 11, 2022. PRHI is a home improvement, renovation and construction company
11 that specializes in the construction and renovation of residential homes. Defendant PRHI maintains
12 a Contractors License (#1087809) with the State of California Contractors State License Board
13 which is classified under “B-General Building” and “C-61 / D41 – Siding and Decking” and was
14 issued on February 28, 2022. The business address listed with the California Contractors State
15 License Board is: 1729 N. First Street #20402, San Jose, CA 95112. There are two individuals
16 associated with this license: Scott Sam Fisher (association date of February 28, 2022) with the
17 stated title of “RMO” [*i.e.* Responsible Managing Officer] and Noam Yehuda Brief (association
18 date of May 2, 2023) with the stated title of “Officer.” There is one additional individual, Daniel
19 Angel, who is no longer associated with this license (association date of February 28, 2022 and
20 disassociation date of May 12, 2025) with the stated title of “CEO / President.”

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

1 residential home projects at any given time.

2 12. The true names, identities and capacities, whether individual, corporate, associate or
3 otherwise of the Defendants sued herein as DOES 1 through 50, inclusive, are presently unknown
4 to Plaintiffs, who therefore sue these Defendants by such fictitious names, pursuant to CCP § 474.
5 Plaintiffs are ignorant of the true names, capacities, relationships and extent of participation in the
6 alleged violations by those Defendants sued herein as DOES 1 through 50, but are informed and
7 believe and thereon allege that said Defendants are legally responsible for the wrongful conduct
8 alleged herein and therefore sues these Defendants by such fictitious names.

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

17 14. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
18 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
19 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
20 attributable to the other Defendants. Plaintiffs are informed and believe, and based thereon, allege
21 that each of the Defendants designated herein are legally responsible in some manner for the
22 unlawful acts referred to herein. To the extent required, Plaintiffs will seek leave of Court to
23 amend this Complaint to reflect the true names and capacities of these Defendants, when they have
24 been ascertained and become known.

25 **CLASS ACTION ALLEGATIONS**

26 15. Plaintiffs bring this action on behalf of themselves and all other similarly situated
27 persons as a class action pursuant to CCP § 382. Plaintiffs seek to represent a Class composed of
28 defined as follows:

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

4 16. Plaintiffs also seek to bring this action on behalf of themselves and all other
5 similarly situated persons in a Subclass of the Plaintiffs Class, which is composed of and defined as
6 follows:

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

9 17. Plaintiffs also seek to bring this action on behalf of themselves and all other
10 similarly situated persons in a Subclass of the Plaintiffs Class, which is composed of and defined as
11 follows:

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

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

- 17 a. The Class Members are so numerous that individual joinder of all of them as
18 plaintiffs is impractical. Although the exact number of Class Members is unknown
19 to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that
20 there are not less than 50 Class Members.
- 21 b. The identity of Class Members can readily be determined from Defendant’s records.
22 Defendant’s records include the name and address of every person who performed
23 work for them during the Class Period.
- 24 c. Common questions of law and fact exist as to Class Members and predominate over
25 any questions that may affect only individual Class Members. These common
26 questions include, but are not limited to:

- 27 (1) Did Defendant violate Labor Code §§ 510, 1194, and/or 1197 by failing to
28 pay Class Members for all minimum and overtime wages at the lawful rate

1 of pay owed to them for all hours during which they were subject to
2 Defendant's control?

3 (2) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
4 Order No. 16, by failing to provide compliant duty-free, uninterrupted meal
5 periods and failing to pay the resulting premium, as alleged herein?

6 (3) Did Defendant violate Labor Code §§ 226.7 and 512 and/or I.W.C. Wage
7 Order No. 16, by failing to authorize and permit compliant duty-free,
8 uninterrupted paid rest periods and failing to pay the resulting premium, as
9 alleged herein?

10 (4) Did Defendant, in violation of Labor Code § 2802, fail to indemnify Class
11 Members for all necessary expenditures or losses incurred in the course of
12 their duties, as alleged herein?

13 (5) Did Defendant fail to provide Wage Statement Subclass Members with
14 accurate, compliant, itemized wage statements?

15 (6) Are Defendant's liable for civil penalties under Labor Code § 226?

16 (7) Did Defendant, in violation of Labor Code § 201 or § 202, fail to pay timely
17 all wages owed to Separated Subclass Members upon separation?

18 (8) Did Defendant act willfully when they failed to pay timely all wages owed to
19 Separated Subclass Members upon separation?

20 (9) Are Defendant's liable for penalty wages under Labor Code § 203?

21 (10) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code
22 § 17200, *et seq.*, by their unlawful and/or unfair practices, as alleged herein?

23 (11) Did Defendant violate the Unfair Competition Law, Cal. Bus. & Prof. Code
24 § 17200, *et seq.*, by failing to pay Plaintiffs and Class Members all wages
25 earned each pay period, in violation of Labor Code § 204, as alleged herein?

26 (12) Are Defendant's liable for restitution under Cal. Bus. & Prof. Code § 17203?

27 (13) Are Defendant's liable for pre-judgment interest?

28 (14) Are Defendant's liable for attorneys' fees and/or litigation costs?

- 1 d. Plaintiffs are Members of the Class and the Subclasses, and their claims are typical
2 of the claims of the other Class Members and Subclass Members. Plaintiffs are
3 informed and believe and thereon allege that Defendant has been maintaining
4 policies or practices of: 1) failing to pay minimum and overtime wages at the lawful
5 rate of pay for all hours worked; 2) failing to provide compliant, duty-free meal
6 periods or premium pay in lieu thereof; 3) failing to authorize and permit compliant
7 properly paid, duty-free rest periods and to pay premium pay in lieu thereof; 4)
8 failing to pay employees for all wages earned during each pay period; 5) failing to
9 reimburse employees for all incurred business expenses; 6) willfully failing to pay
10 employees all earned wages due upon separation of employment; and/or 7) failing to
11 provide employees with accurate, compliant itemized wage statements.
- 12 e. Plaintiffs will adequately and fairly protect the interests of the Class Members and
13 Subclass Members. Plaintiffs have no interests adverse to the interests of absent
14 Class Members and/or Subclass Members. Plaintiffs are represented by legal
15 counsel who has substantial class action experience in civil litigation and
16 employment law.

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

FIRST CAUSE OF ACTION
Failure to Pay Minimum and Overtime Wages
(By Plaintiffs and the Class Members against all Defendants)

20. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

21. At all relevant times, Plaintiffs 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, Defendant 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. Plaintiffs are informed and believe and thereon allege that at all relevant times within the applicable limitations period, Defendant maintained and continues 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.

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

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

SECOND CAUSE OF ACTION
Failure to Provide Required Meal Periods
(By Plaintiffs and the Class Members against all Defendants)

26. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

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

28. Pursuant to Labor Code §§ 226.7 and 512, and I.W.C. Wage Order No. 16, Plaintiffs and the Class Members are entitled to an uninterrupted, duty-free meal period of at least thirty (30) minutes for each workday that they work more than five (5) hours, and a second uninterrupted, duty-free meal period of at least thirty (30) minutes for each workday that they work more than ten

1 (10) hours, and one additional hour of pay for every day that all required, compliant meal periods
2 are not provided.

3 29. Defendant has failed to provide Plaintiffs and the Class Members with compliant
4 uninterrupted, duty-free meal periods in accordance with Labor Code §§ 226.7 and 512, and I.W.C.
5 Wage Order No. 16. Plaintiffs and other Class Members were subject to a practice by Defendant of
6 fabricating and inserting fictitious meal periods into the time recording system, interrupting them
7 during clocked-out meal periods and requiring them to perform work while off-the-clock, and
8 failing to provide second meal periods as mandated on shifts of ten (10) hours or greater.

9 30. Defendant has failed to provide Plaintiffs and the Class Members the additional hour
10 of pay required by Labor Code § 226.7 and I.W.C. Wage Order No. 16. Plaintiffs are informed and
11 believe and thereon allege that at all relevant times within the applicable limitations period,
12 Defendant has maintained and continues to maintain a policy or practice of not paying additional
13 pay at the lawful rate of pay to employees for the failure to provide compliant meal periods.

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

17 32. Pursuant to Labor Code § 218, Plaintiffs and the Class Members are entitled to
18 recover the full amount of their unpaid additional wages for unprovided meal periods. Pursuant to
19 Labor Code § 218.5, Plaintiffs and the Class Members are entitled to recover their reasonable
20 attorneys' fees and costs of suit. Pursuant to Labor Code § 218.6 and/ or Civil Code § 3287(a),
21 Plaintiffs and the Class Members are entitled to recover prejudgment interest on the additional
22 wages owed for failure to provide meal periods at the lawful rate of pay.

23 24 **THIRD CAUSE OF ACTION**

25 **Failure to Authorize and Permit Required Paid Rest Periods** 26 **(By Plaintiffs and the Class Members against all Defendants)**

27 33. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

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

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

10 36. Defendant has failed to provide Plaintiffs and the Class Members the additional hour
11 of pay required under Labor Code §§ 226.7 and 512 and I.W.C. Wage Order No. 16. Plaintiffs are
12 informed and believe and thereon allege that at all times during the applicable limitations period,
13 Defendant has maintained and continues to maintain a policy or practice of requiring Plaintiffs and
14 Class Members to remain “on-duty” and to perform work duties during their supposed “rest
15 periods,” and failing to account for work time spent by Class Members.

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

19 38. Pursuant to Labor Code § 218, Plaintiffs and the Class Members are entitled to
20 recover the full amount of their unpaid additional wages for Defendants’ failure to authorize,
21 permit, and properly compensate for duty-free rest periods. Pursuant to Labor Code § 218.5,
22 Plaintiffs and the Class Members are entitled to recover their reasonable attorneys’ fees and costs
23 of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiffs and the Class Members
24 are entitled to recover prejudgment interest on the additional pay owed for required rest periods that
25 were not authorized, permitted, and/or properly paid.

26 **FOURTH CAUSE OF ACTION**
27 **Failure to Reimburse Required Expenses**
28 **(By Plaintiffs and the Class Members against all Defendants)**

29 39. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

1 40. At all relevant times, Plaintiffs and the other Members of the Class were employees
2 of Defendant, covered by Labor Code § 2802 which provides, in relevant part, that:

3 An employer shall indemnify his or his employee for all necessary expenditures or
4 losses incurred by the employee in direct consequence of the discharge of his or her
5 duties, or of his or her obedience to the directions of the employer, even though
6 unlawful, unless the employee, at the time of obeying the directions, believed them
7 to be unlawful.

8 41. At all relevant times herein, Defendant violated Labor Code § 2802 by failing to
9 reimburse and indemnify the Plaintiffs and the other Members of the Class for mileage and
10 cellular/mobile telephone usage/data. Specifically, Defendant consistently contacted Plaintiffs and
11 the Class Members either via phone call or text message, requiring that Class Members be
12 accessible and communicate via mobile phone, utilize the required time-keeping application on
13 their personal devices, and capture and send pictures and videos of job assignments to Defendant.
14 This work expectation and mandate required Plaintiffs and Class Members to incur the cost to
15 maintain a phone data plan, which is required to be indemnified by the employer, but Defendant
16 failed to provide reimbursement in compliance with California law. Defendant also required
17 Plaintiffs and the Class Members to travel to various vendor locations to procure materials and
18 supplies for job assignments (*e.g.* Home Depot, cabinet makers, etc.), but Defendant failed to
19 provide reimbursement for incurred business mileage in compliance with California law.

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

23 43. Plaintiffs therefore demand reimbursement for expenditures or losses incurred by
24 them and the other Class Members in the discharge of their duties for Defendant, or their obedience
25 to the directions of Defendant, with interest at the statutory rate and attorneys' fees and costs under
26 Labor Code § 2802.

27 **FIFTH CAUSE OF ACTION**

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

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

44. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

1 45. At all relevant times, Plaintiffs and the Wage Statement Subclass Members were
2 and/or are employees of Defendant, covered by Labor Code § 226.

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

9 47. Defendant has failed to provide Plaintiffs and the Wage Statement Subclass
10 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
11 and 226.2. Plaintiffs are informed and believe and thereon allege that at all relevant times since
12 one (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendant
13 maintained a policy or practice of failing to pay minimum wages and overtime wages at the lawful
14 rate of pay for all time actually worked, failing to accurately record all hours actually worked,
15 failing to pay meal period premium payments, failing to pay rest period premium payments, and
16 making certain wage payments via “cash” without recordation on wage statements. Defendants’
17 practices have resulted and continue to result in the issuance to Class Members of non-compliant
18 ‘wage statements’, which do not show the correct amount of gross wages earned, the correct
19 amount of net wages earned, the correct number of hours (regular and overtime) worked, the
20 correct hourly rates of pay in effect for each hour worked, and/or the correct deductions made
21 thereto for taxing authority purposes.

22 48. Defendants’ failure to provide Plaintiffs and the Wage Statement Subclass Members
23 with compliant and accurate itemized wage statements has been and is knowing and intentional.
24 Defendant has had the ability to provide Plaintiffs and Wage Statement Subclass Members with
25 accurate wage statements, but intentionally provided ‘wage statements’ that Defendant knew were
26 not accurate or compliant, including paying wages in “cash” without any reporting.

27 49. As a result of Defendants’ conduct, Plaintiffs and the Wage Statement Subclass
28 Members have suffered injury. The absence of accurate and complete information on their wage

1 statements has prevented timely challenges to Defendants' unlawful pay practices, has and will
2 require discovery and mathematical computations to determine the amount of wages owed and
3 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
4 time and pay records, and has led to the submission of inaccurate information about wages and
5 deductions to state and federal government agencies.

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

11 51. Pursuant to Labor Code § 226(h), Plaintiffs and the Wage Statement Subclass
12 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
13 Labor Code § 226(a). Injunctive relief is warranted because Defendant continues to provide
14 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
15 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
16 Subclass Members have no adequate legal remedy for the continuing injuries that they suffer as a
17 result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available for
18 ensuring Defendants' ongoing compliance with Labor Code § 226(a).

19 52. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiffs and the Wage Statement
20 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
21 §226(e), plus reasonable attorneys' fees and costs of suit.

22 **SIXTH CAUSE OF ACTION**

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

24 **(By Plaintiffs and the Separated Subclass Members against all Defendants)**

25 53. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

26 54. At all relevant times, Plaintiffs and the Separated Subclass Members were
27 employees of Defendant, covered by Labor Code §§ 201 and/or 202.

28 55. Pursuant to Labor Code §§ 201 and 202, Plaintiffs and the Separated Subclass
Members were entitled upon separation to timely payment of all wages earned and unpaid prior to

1 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
2 to discharge immediately upon termination. Employees who resigned were entitled to payment of
3 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
4 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
5 unpaid prior to resignation at the time of resignation.

6 56. Defendant has failed to pay Plaintiffs and the Separated Subclass Members all
7 wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202.
8 Plaintiffs are informed and believe and thereon allege that during the three (3) year limitation's
9 period applicable to this cause of action, Defendant has maintained and continues to maintain a
10 policy or practice of failing to pay for all minimum wages and overtime wages at the lawful rate of
11 pay for all time actually worked, failing to pay all meal period premium payments, and failing to
12 pay all rest period premium payments at the time of separation from employment.

13 57. Defendants' failure to pay Plaintiffs and the Separated Subclass Members all wages
14 earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful.
15 Defendant has had the ability to pay all wages earned by employees – including but not limited to
16 all minimum and overtime wages at the lawful rate of pay – but intentionally has adopted policies
17 or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197, and I.W.C.
18 Wage Order No. 16. Defendant has had the ability to pay all meal period premium payments and
19 rest period premium payments earned by employees but intentionally adopted policies or practices
20 incompatible with the requirements of Labor Code § 226.7 and § 512, and I.W.C. Wage Order No.
21 16. When Defendant failed to pay upon separation all wages earned prior to separation, Defendant
22 knew what they were doing and intended to do what they did.

23 58. Pursuant to Labor Code § 201 or § 202, Plaintiffs and the Separated Subclass
24 Members are entitled to all wages earned prior to separation that Defendant did not pay them.

25 59. Pursuant to Labor Code § 203, Plaintiffs and the Separated Subclass Members are
26 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
27 until paid, up to a maximum of 30 days.
28

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

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

7 62. Pursuant to Labor Code §§ 218 and 218.5, Plaintiffs and the Separated Subclass
8 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
9 reasonable attorneys’ fees and costs of suit. Plaintiffs and the Separated Subclass Members are
10 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
11 Labor Code § 218.6 and/or Civil Code § 3287(a).

12
13 **SEVENTH CAUSE OF ACTION**
14 **Violation of California’s Unfair Competition Law (“UCL”)**
15 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
16 **(By Plaintiffs and the Class Members against all Defendants)**

17 63. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

18 64. Plaintiffs bring this claim on behalf of themselves and all others similarly situated in
19 their representative capacity against Defendant and Does 1 through 50, for their unlawful business
20 acts and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”), which
21 prohibits all unlawful business acts and/or practices.

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

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

27 Any person who engages, has engaged, or proposes to engage in
28 unfair competition may be enjoined in any court of competent
 jurisdiction. The court may make such orders or judgments,
 including the appointment of a receiver, as may be necessary to
 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.

1 Cal. Bus. & Prof. Code § 17203.

2 67. By the conduct alleged herein, Defendant has engaged and continues to engage in
3 business practices that are unfair, deceptive, and/or violate California law, including but not limited
4 to, I.W.C. Wage Order No. 16, the California Code of Regulations, and the California Labor Code,
5 including §§ 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which
6 this Court should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code §
7 17203, as may be necessary to prevent and remedy the conduct held to constitute unfair
8 competition, including restitution of wages and premium pay wrongfully withheld.

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

14 69. By the conduct alleged herein, Defendants' practices were and are unlawful,
15 deceptive and/or fraudulent, in that Defendant under their uniform policies and practices has failed
16 to pay Plaintiffs and the Class Members minimum wages and overtime wages at the lawful rate of
17 pay for all time actually worked, have failed to provide lawful, uninterrupted, duty-free meal
18 periods and to authorize and permit compliant paid duty-free rest periods, have failed to pay
19 premiums due in lieu of meal periods and/or rest periods, have failed to pay wages earned each and
20 every pay period, have failed to provide accurate and compliant itemized wage statements, have
21 failed to reimburse incurred business expenses, and have failed to pay all wages owed upon
22 separation of employment, as alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C.
23 requirements in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court
24 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
25 restitution of wages and premium pay wrongfully withheld.

26 70. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
27 deceptive, in that Defendants' employment practices have caused Plaintiffs and the Class Members
28 to be underpaid during their employment with Defendant and have created a false record that does

1 not accurately reflect the hours worked by employees and/or the times of meal periods provided.

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

6 72. By and through the unlawful and unfair business practices described herein,
7 Defendant has obtained valuable property, money and services from Plaintiffs and the Class
8 Members, including earned wages for all minimum wages, overtime wages, meal period and rest
9 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
10 and contract, all to the detriment of these employees and to the benefit of Defendant, so as to allow
11 Defendant to unfairly compete against competitors who comply with California laws.

12 73. All of the acts described herein as violations of, among other things, the I.W.C.
13 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
14 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
15 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of the UCL.

16 74. Plaintiffs and the Class Members are entitled to, and do, seek such relief as may be
17 necessary to disgorge from Defendant and to restore to them the money and property that
18 Defendant has acquired, or of which Plaintiffs and the Class Members have been deprived, by
19 means of the above described unlawful and unfair business practices, including earned but not
20 limited to unpaid wages for all time worked.

21 75. Plaintiffs and the Class Members are further entitled to, and do, seek a declaration
22 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
23 should be issued, restraining Defendant from engaging in any such unlawful and unfair business
24 practices in the future.

25 76. Plaintiffs and the Class Members have no plain, speedy and/or adequate remedy at
26 law that will end the unlawful and unfair business practices of Defendant. Further, the practices
27 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
28 practices described herein, Plaintiffs and the Class Members have suffered and will continue to

1 suffer irreparable legal and economic harm unless Defendant's are restrained from continuing to
2 engage in these unlawful and unfair business practices.

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

6 **EIGHTH CAUSE OF ACTION**
7 **Violation of the Private Attorneys General Act**
8 **[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]**
9 (By Plaintiffs and the Class Members against all Defendants)

10 78. Plaintiffs and all aggrieved employees of all Defendants incorporate all the
11 preceding paragraphs as though fully set forth herein.

12 79. PAGA is a mechanism by which the State of California itself can enforce state labor
13 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
14 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
15 a law enforcement action designed to protect the public and not to benefit private parties. The
16 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
17 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
18 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
19 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
20 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

21 80. Plaintiffs bring this Representative Action on behalf of the State of California with
22 respect to themselves and all hourly, non-exempt employees working in the State of California at
23 any time since June 26, 2024, and who are Class Members (the "Aggrieved Employees").

24 81. On June 26, 2025, Counsel for Plaintiffs gave written notice by online filing to the
25 LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific code provisions
26 alleged to have been violated as required by Labor Code § 2699.3. (See **Exhibit 1**). The statutory
27 waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiffs
28 may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of
the State of California with respect to all Aggrieved Employees as herein defined.

82. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendants failure to pay all minimum wages and overtime wages at the lawful regular rate of pay for all work performed, failure to provide compliant duty-free meal periods and failure to authorize and permit rest periods, failure to reimburse required business expenses (including but not limited to, cellular telephone usage/data and mileage), failure to pay all wages owed each and every pay period, failure to provide accurate, compliant, itemized wage statements, failure to pay all wages owed upon separation of employment and thereby gives rise to statutory penalties as a result of such conduct. Plaintiffs hereby seek recovery of civil penalties as prescribed by PAGA as the representatives of the State of California for the illegal conduct perpetrated on Plaintiffs and the other Aggrieved Employees, against whom one or more of the violations of the California Labor Code was committed.

PRAYER FOR RELIEF

WHEREFORE, on behalf of themselves and all others similarly situated, Plaintiffs pray for judgment against Defendants as follows:

- A. An order certifying this case as a class action;
- B. An order appointing Plaintiffs as representatives for the Class;
- C. An order appointing Plaintiffs' counsel as counsel for the Class;
- D. Damages for unpaid minimum wages and overtime wages;
- E. Civil Penalties under Labor Code § 226(e);
- F. Damages for unpaid premium pay owed for duty-free meal periods that Defendant failed to provide, pursuant to Labor Code § 226.7;
- G. Damages for unpaid premium pay owed for paid, duty-free rest periods that Defendant failed to authorize and permit, pursuant to Labor Code § 226.7;
- H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- J. Penalty continuation wages, under Labor Code § 203;
- K. Penalties for failing to produce timely, accurate wage statements at the time wages have been paid, under Labor Code § 226;

- 1 L. Restitution and/or disgorgement of unpaid wages at the agreed upon and legal rates,
2 under Cal. Bus. & Prof. Code § 17203;
- 3 M. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
4 *seq.*, requiring that Defendant provide compliant, itemized wage statements, and
5 desist from their other unlawful and/or unfair employment practices;
- 6 N. Recovery of civil penalties as prescribed by PAGA;
- 7 O. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
8 2699(g);
- 9 P. Pre-judgment and post-judgment interest at the maximum legal rate;
- 10 Q. Reasonable attorneys' fees;
- 11 R. Costs of suit; and,
- 12 S. Such other relief as the Court may deem just and proper.

13
14 Dated: October 9, 2025

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

15
16 By: 
17 Alexander I. Dychter
Attorneys for Plaintiffs

18
19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs demand a trial by jury for themselves and the Class on all claims so triable.

21 Dated: October 9, 2025

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

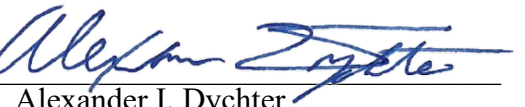
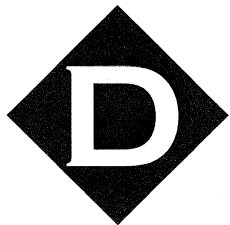
22
23 By: 
24 Alexander I. Dychter
Attorneys for Plaintiffs

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

9820 WILLOW CREEK ROAD, SUITE 275, SAN DIEGO, CALIFORNIA 92131
TEL 619.487.0777 | FAX 619.330.1827

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.

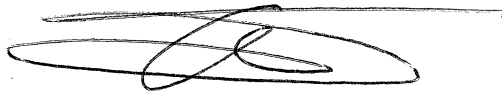
Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant.

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

9589 0710 5270 1415 5659 52

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☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

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Sent To

PRIME RENOVATION HOMES INC c/o NAM YEHODA
Street and Apt. No., or PO Box No. BRISF

1729 N. First St. #20402

City, State, ZIP+4[®]
SAN JOSE, CA 95112

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 6/26/2025 7:16 PM
To Alexander Dychter <alex@dychterlaw.com>

6/26/2025

LWDA Case No. LWDA-CM-1108092-25
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Christina Rodriguez
Employer: Prime Renovation Homes Inc DBA Prime Design and Build
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:

https://urldefense.proofpoint.com/v2/url?u=https-3A_www.dir.ca.gov_dosh_complaint.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=ss2uc-j_E6O9szrJ785acs2ZiDvyKPyh1JUBFeC-0cB19_Rb15ckEkwXd22jIuiB&s=PDQMBaCU sOKpBcmXmaAST7dgZonLalCNC5BzdmB3ua0&e=

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A_labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwlFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=4s486Ekag7Jqjb3sr1vHZsQo-Y4tTDpZqRAH_p9vtEE&m=ss2uc-j_E6O9szrJ785acs2ZiDvyKPyh1JUBFeC-0cB19_Rb15ckEkwXd22jIuiB&s=oYjqjP2HTR9k5Y9NRuc88-xDxdGBFebdo8coOF8_mfM&e=

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 6/26/2025 7:16 PM
To Alexander Dychter <alex@dychterlaw.com>

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1108092-25
Submission Type: PAGA Notice
Order Number: ORD-000330577
Total:\$75.00
Card Type: Visa
Date: 6/26/2025

Billing Information

Name: Alexander Dychter
Email: alex@dychterlaw.com
Billing Address:
9820 Willow Creek Road, Suite 275
San Diego, California
92131