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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

JOEL FARIAS and NICHOLAS ALEXANDER
VEGA, on behalf of the State of California and
other aggrieved persons,

Plaintiffs,

v.

HHS CONSTRUCTION, LLC, a California
limited liability company; CONGRUEX
GROUP, LLC, a limited liability company; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2213104

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

1 Plaintiff JOEL FARIAS and NICHOLAS ALEXANDER VEGA (“Plaintiffs”), based upon
2 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
3 opportunity for further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiffs bring this action against Defendant HHS CONSTRUCTION, LLC,
6 CONGRUEX GROUP, LLC, and DOES 1 through 10 (collectively referred to as “Defendants”)
7 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698
8 *et seq.* (“PAGA”) stemming from Defendants’ failure to pay for all hours worked (minimum,
9 straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit
10 rest periods, failure to pay all earned wages twice per month, failure to maintain accurate records
11 of hours worked and meal periods, failure to timely pay final wages, failure to furnish accurate
12 wage statements, and failure to indemnify for necessary expenditures.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his
16 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws
17 so that employees are promptly paid the minimum/overtime wages that the Legislature has
18 required for employees. So fundamental are California’s wage-and-hour laws that the
19 Legislature has criminalized certain types of violations. In extending extra protection to deter
20 violations of these underlying statutes—since Plaintiffs are not seeking general and/or special
21 damages, restitution, or other damages other than civil penalties—California has enacted
22 PAGA to permit an individual to bring an action for PAGA penalties only, which is the precise
23 and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or were
25 harmed by Defendants’ illegal practices are “Aggrieved Employees.” The Aggrieved Employees
26 worked for Defendants as hourly-paid or non-exempt employees within the applicable statutory period.

27 4. Plaintiffs bring this action against Defendants seeking only to recover penalties
28 on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the State

1 of California. Plaintiffs do not seek to recover anything other than penalties as permitted by
2 California Labor Code Section 2699 at this time. To the extent that statutory violations are
3 mentioned for wage violations, Plaintiffs do not seek underlying general and/or special
4 damages for those violations, but simply penalties as permitted by California Labor Code
5 Section 2699, declaratory relief, and injunctive relief for himself and all Aggrieved Employees
6 as permitted by the PAGA.

7 5. Defendants own/owned and operate/operated an industry, business, and
8 establishment within the State of California, including San Bernardino County. As such and based
9 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
10 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
11 ("IWC"), and the California Business & Professions Code.

12 6. On information and belief, Defendants, and each of them were on actual and
13 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
14 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
15 willful and deliberate.

16 7. At all relevant times, Defendants were and are legally responsible for all of the
17 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
18 foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further,
19 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
20 the doctrine of "respondeat superior".

21 **THE PARTIES**

22 **A. Plaintiffs**

23 8. Plaintiff JOEL FARIAS is a California resident who worked for Defendants in
24 California as an hourly-paid, non-exempt employee from approximately March 2021 to
25 approximately October 2021.

26 9. Plaintiff NICHOLAS ALEXANDER VEGA is a California resident who worked
27 for Defendants in California as an hourly-paid, non-exempt employee from approximately July
28 2020 to approximately March 2022.

1 **B. Defendants**

2 10. Plaintiffs are informed and believes, and based upon that information and belief
3 alleges, that HHS CONSTRUCTION, LLC, and CONGRUEX GROUP, LLC are, and at all times
4 herein mentioned, were:

- 5 (a) Business entities qualified to do business and actually conducting business
6 in numerous counties throughout the State of California, including San
7 Bernardino County; and,
8 (b) The former employer of Plaintiffs and the current and/or former employer
9 of the Aggrieved Employees because Defendants HHS CONSTRUCTION,
10 LLC, and CONGRUEX GROUP, LLC suffered and permitted Plaintiffs and
11 the Aggrieved Employees to work, and/or controlled their wages, hours, or
12 working conditions.

13 11. Plaintiffs do not know the true names or capacities of the persons or entities sued
14 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
15 of the Doe Defendants were in some manner legally responsible for the damages suffered by
16 Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to
17 set forth the true names and capacities of these Defendants when they have been ascertained,
18 together with appropriate charging allegations, as may be necessary.

19 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
20 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
21 injured a significant number of the Plaintiffs and the Aggrieved Employees in the State of California.

22 13. Plaintiffs are informed and believe and thereon allege that at all relevant times
23 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
24 and the other employees and exercised control over their wages, hours, and working conditions.
25 Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant
26 was the principal, agent, partner, joint venturer, officer, director, controlling shareholder,
27 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of
28 some or all of the other Defendants, and was engaged with some or all of the other Defendants

1 in a joint enterprise for profit, and bore such other relationships to some or all of the other
2 Defendants so as to be liable for their conduct with respect to the matters alleged below.
3 Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to
4 and within the scope of the relationships alleged above, that each Defendant knew or should
5 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted
6 the conduct of all other Defendants.

7 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 14. Plaintiff JOEL FARIAS worked for Defendants in California from approximately
9 March 2021 to approximately October 2021. At all times, Defendants paid Plaintiff FARIAS an
10 hourly wage and classified him as non-exempt from overtime.

11 15. Plaintiff NICHOLAS ALEXANDER VEGA worked for Defendants in California
12 from approximately July 2020 to approximately March 2022. At all times, Defendants paid
13 Plaintiff VEGA an hourly wage and classified him as non-exempt from overtime

14 16. Throughout Plaintiffs' employment, Defendants committed numerous labor code
15 violations under state law. As discussed below, Plaintiffs' experience working for Defendants was
16 typical and illustrative.

17 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time,**
18 **and Overtime Wages**

19 17. Under California law, an employer must pay for all hours worked by an employee.
20 "Hours worked" is the time during which an employee is subject to the control of an employer and
21 includes all the time the employee is suffered or permitted to work, whether or not required to do so.

22 18. Labor Code § 510 provides that employees in California shall not be employed more
23 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
24 compensation beyond their regular wages in amounts specified by law.

25 19. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
26 be employed more than eight hours in any workday unless they receive additional compensation
27 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
28 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

1 20. Throughout the statutory period, Defendants maintained a policy and practice of not
2 paying Plaintiffs and the Aggrieved Employees for all hours worked, including minimum, straight
3 time, and overtime wages. Defendants also required Plaintiffs and the Aggrieved Employees to
4 work “off-the-clock”, uncompensated, by, for example, requiring Plaintiffs and the Aggrieved
5 Employees to continue working during unpaid meal periods and after clocking out for the workday.
6 Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours
7 worked, Defendants also failed to maintain accurate records of the hours Plaintiffs and the
8 Aggrieved Employees worked.

9 **B. Failure to Provide Meal Periods**

10 21. Under California law, employers have an affirmative obligation to relieve
11 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
12 start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute,
13 duty-free meal period no later than the start of the eleventh hour of work in a workday. Further,
14 employees are entitled to be paid one hour of additional wages for each workday they were not
15 provided with a required meal period(s).

16 22. Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs
17 and the Aggrieved Employees with legally compliant meal periods. Defendants regularly, but not
18 always, required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours
19 a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours
20 of work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods that were
21 not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants
22 continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or
23 encouraging them to perform work tasks which could not be completed without working in lieu of
24 taking mandatory meal periods, or by denying Plaintiffs and the Aggrieved Employees permission
25 to take a meal period. Accordingly, Defendants’ policy and practice was not to provide meal periods
26 to Plaintiffs and the Aggrieved Employees in compliance with California law.

27 23. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of
28 additional wages for each workday he or she was not provided with all required meal period(s).

Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

C. Failure to Authorize and Permit Rest Periods

24. Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

25. Throughout the statutory period, Defendants wrongfully failed to authorize and permit Plaintiffs and the Aggrieved Employees to take legally compliant rest periods. Defendants regularly required Plaintiffs and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs and the Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance with California law.

26. Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest periods. Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

D. Failure to Pay All Earned Wages Twice Per Month

27. Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

28. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

E. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

29. Plaintiffs seek penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded

30. Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

31. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective

1 damage in amounts according to proof at trial. As a result of Defendants' knowing failure to
2 comply with the California Labor Code and applicable IWC Wage Orders, Plaintiffs and the
3 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
4 understanding, and disputing the wage payments paid to them.

5 **F. Failure to Timely Pay All Wages at Termination**

6 32. Labor Code §§ 201 and 202 provide that if an employer discharges an employee,
7 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if
8 an employee voluntarily leaves his or her employment, his or her wages shall become due and
9 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
10 two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled
11 to his or her wages at the time of quitting.

12 33. Within the applicable statute of limitations, the employment of Plaintiffs and
13 many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged,
14 and the employment of others will be terminated. However, during the relevant time period,
15 Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees,
16 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at
17 the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
18 employment. These unpaid wages include wages for unpaid work time (including minimum,
19 straight time, and overtime wages), missed meal period premium wages, and missed rest period
20 premium wages.

21 34. Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203
22 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201
23 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and
24 at the same rate until paid or until an action is commenced; but the wages shall not continue for
25 more than thirty (30) days.

26 35. Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from
27 Defendants their additionally accruing wages for each day they were not paid, at their regular
28 hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

1 **G. Failure to Furnish Accurate Itemized Wage Statements**

2 36. Labor Code § 226(a) provides that every employer shall furnish each of his or her
3 employees an accurate itemized wage statement in writing showing nine pieces of information, including:
4 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned
5 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
6 that all deductions made on written orders of the employee may be aggregated and shown as one item,
7 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
8 of the employee and the last four digits of his or her social security number or an employee identification
9 number other than a social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if
12 this information is missing. (Labor Code § 226(e)(2)(B)(iii).)

13 37. The statute further provides: “An employee suffering injury as a result of a knowing
14 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
15 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
17 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
18 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

19 38. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the
20 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates,
21 and all gross and net wages earned (including correct hours worked, correct wages for meal periods
22 that were not provided in accordance with California law, and correct wages for rest periods that
23 were not authorized and permitted to take in accordance with California law).

24 39. Because Defendants violated Labor Code § 226, Plaintiffs and similarly Aggrieved
25 Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiffs
26 and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their
27 actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate
28 penalty not exceeding four thousand dollars (\$4,000) dollars per employee.

1 **H. Failure to Indemnify for Necessary Expenditures**

2 40. Labor Code § 2802(a) provides that employers shall indemnify his or her
3 employees for all necessary business expenditures or losses that have been incurred by the
4 employees in direct discharge of his or her duties. Throughout the statute of limitations period
5 applicable to this cause of action, Defendants wrongfully required Plaintiffs and the Aggrieved
6 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants.
7 Plaintiffs and the Aggrieved Employees regularly paid out-of-pocket for necessary
8 employment-related expenses, including, without limitation, work attire and use of personal
9 cell phones. Plaintiffs and the Aggrieved Employees incurred substantial expenses as a direct
10 result of performing their job duties for Defendants, but Defendants failed to indemnify
11 Plaintiffs and the Aggrieved Employees for these employment-related expenses.

12 **FIRST CAUSE OF ACTION**

13 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
14 **2004, Cal. Lab. Code § 2698 et seq.)**

15 41. Plaintiffs incorporate by reference and re-allege all preceding paragraphs as though
16 fully set forth herein.

17 42. At all times herein mentioned, Defendants were subject to the Labor Code of the
18 State of California and the applicable IWC Orders.

19 43. California Labor Code § 2699(a) specifically provides for a private right of
20 action to recover penalties for violations of the Labor Code: “Notwithstanding any other
21 provision of law, any provision of this code that provides for a civil penalty to be assessed and
22 collected by the Labor and Workforce Development Agency or any of its departments,
23 divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as
24 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
25 of herself or himself and other current or former employees pursuant to the procedures
26 specified in Section 2699.3.”

27 44. Plaintiffs have exhausted their administrative remedies pursuant to California
28 Labor Code § 2699.3. On April 8, 2022, Plaintiff FARIAS gave written notice by online filing

1 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to
2 Defendant HHS Construction, LLC (“HHS”) of the specific provisions of the Labor Code that
3 Defendant HHS has violated against Plaintiff FARIAS and current and former Aggrieved
4 Employees, including the facts and theories to support the violations. Plaintiff FARIAS also
5 paid the filing fee on April 8, 2022. Plaintiff FARIAS’ PAGA case number is LWDA-CM-
6 877849-22 (*Joel Farias v. HHS Construction, LLC, et al.*). On February 9, 2023, Plaintiff
7 VEGA gave written notice by online filing to the LWDA and by certified mail to Defendants
8 of the specific provisions of the Labor Code that Defendants have violated against Plaintiff
9 VEGA and current and former Aggrieved Employees, including the facts and theories to
10 support the violations. Plaintiff VEGA also paid the filing fee on February 9, 2023. Plaintiff
11 VEGA’s PAGA case number is LWDA-CM-935049-23 (*Nicholas Alexander Vega v. HHS*
12 *Construction, LLC, et al.*).

13 45. The statute of limitations is tolled while a plaintiff exhausts his or her administrative
14 remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code
15 § 2699.3(d).)

16 46. More than sixty-five (65) days has elapsed since Plaintiffs provided notice, but the
17 LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed
18 in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties under
19 Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this
20 Complaint. These penalties include, but are not limited to, penalties under California Labor Code
21 §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

22 47. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award
23 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
24 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
25 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

26 48. In addition, Plaintiffs seek an award of reasonable attorney’s fees and costs pursuant
27 to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be
28 entitled to an award of reasonable attorney’s fees and costs.”

1 **PRAYER FOR RELIEF**

2 Plaintiffs, on behalf of all similarly aggrieved employees, pray for relief and judgment
3 against Defendants, jointly and severally, as follows:

4 1. That the Court declare, adjudge and decree that Defendants violated the California
5 Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages),
6 failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned
7 wages twice per month, failing to maintain accurate records of hours worked and meal periods,
8 failing to timely pay final wages, failing to furnish accurate wage statements, and failure to
9 indemnify for necessary expenditures;

10 2. An award of civil penalties on behalf of themselves and all similarly aggrieved
11 employees pursuant to PAGA;

12 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

13 4. Attorneys' fees and costs reasonably incurred;

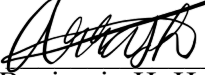
14 5. Injunctive and declaratory relief to the extent allowed by PAGA; and,

15 6. Such other and further relief that the Court deems proper.

16 Respectfully submitted,

17 Dated: February 9, 2026

WILSHIRE LAW FIRM

18 By: 
19 Benjamin H. Haber
Arrash T. Fattahi
Arman A. Salehi

20 Attorneys for Plaintiff FARIAS

21 Dated: February 9, 2026

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22 By: /s/ Ava Issary
23 James R. Hawkins
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26 Attorneys for Plaintiff VEGA

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