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DANIELA NAVA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIELA NAVA, as an individual and
on behalf of all other current and former
Aggrieved Employees,

Plaintiff,

vs.

ALFARO COMMUNICATIONS
CONSTRUCTION INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25STCV35593

REPRESENTATIVE ACTION COMPLAINT:

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 et seq.)**

UNLIMITED CIVIL CASE

1 Plaintiff Daniela Nava (“Plaintiff”), on behalf of herself and all other current and former
2 Aggrieved Employees, hereby brings this Representative Action Complaint (“Complaint”) against
3 Alfaro Communications Construction Inc., a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other current and former Aggrieved
7 Employees, hereby brings this Complaint for recovery of civil penalties under California Labor
8 Code Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This
9 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
10 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
11 controversy exceeds this Court’s jurisdictional minimum.

12 **VENUE**

13 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
14 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
15 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
16 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
17 Defendants are within the jurisdiction of this Court for purposes of service of process.

18 **PARTIES**

19 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
20 Plaintiff was a California resident. During the one year immediately preceding Plaintiff giving
21 the required notice under the PAGA, and within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
23 employee.

24 4. Plaintiff is informed and believes, and based thereon alleges, that during the one
25 year preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue
26 to do) business as a utility installation and communications construction company. Defendants
27 employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles
28 County and the state of California and, therefore, were (and are) doing business in Los Angeles

County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and other current and former Aggrieved Employees to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees..

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all other aggrieved employees.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a former non-exempt employee, was employed by Defendants from approximately September 2024 to approximately March 10, 2025. During her employment with Defendants, Plaintiff has held the job title of Payroll Clerk. Her primary duty was to process payroll.

1 10. During her employment with Defendants, Plaintiff was generally scheduled to
2 work Monday through Friday from 8:00 a.m. to about 5:00 p.m., and occasionally Saturday.
3 Defendants required Plaintiff to use the cellular phone application ExakTime to clock in and out
4 each day.

5 11. During her employment with Defendants, Plaintiff occasionally worked in excess
6 of eight hours in a workday and/or forty hours in a workweek, but did not receive proper overtime
7 compensation equal to one and one-half times her regular rate of pay for all overtime hours
8 worked. Specifically, Defendants paid Plaintiff bonuses and/or other forms of pay not properly
9 excludable as a matter of law when calculating Plaintiff's regular rate of pay (hereinafter referred
10 to as "Incentive Pay"). Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants
11 failed to include the Incentive Pay when calculating her regular rate of pay for purposes of
12 overtime, thereby causing Plaintiff to be underpaid for all her required overtime wages.

13 12. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided
14 all legally required meal periods due to Defendants' meal period policies and practices, which
15 fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in
16 violation of California law. As a result of the work demands imposed by Defendants, Defendants
17 often provided meal periods that were either late, short, or failed to provide a required meal period
18 altogether.

19 13. Although Plaintiff was not provided with all legally-compliant meal periods to
20 which she was entitled, Defendants failed to compensate Plaintiff with the required meal period
21 premium for each workday in which she experienced a meal period violation as mandated by
22 Labor Code § 226.7.

23 14. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not
24 authorized and permitted to take legally required rest periods due to Defendants' unlawful rest
25 period policies and practices. Defendants' rest period policies and practices fail to authorize and
26 permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically,
27 Defendants did not permit Plaintiff and other non-exempt employees to take rest periods in
28 violation of California law.

1 15. On each occasion that Plaintiff was not authorized and permitted to take all legally-
2 compliant rest periods to which she was entitled, Defendants failed to compensate Plaintiff with
3 the required rest period premium for each workday in which she experienced a rest period
4 violation as mandated by Labor Code § 226.7.

5 16. As a result of Defendants' failure to pay all overtime wages owed, as well as meal
6 and rest period premium wages, Defendants maintained inaccurate payroll records and issued
7 inaccurate wage statements to Plaintiff.

8 17. As a further result of Defendants' failure to pay all overtime wages owed, and
9 meal and rest period premiums, Defendants failed to pay all wages owed to Plaintiff upon
10 separation of her employment with Defendants.

11 18. As a result of all of the aforementioned Labor Code violations, Defendants are
12 liable for civil penalties under the Labor Code Private Attorney General Act.

13 **FIRST CAUSE OF ACTION**

14 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

15 **(AGAINST ALL DEFENDANTS)**

16 19. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 20. Defendants have committed several Labor Code violations against Plaintiff and
18 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
19 Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this
20 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
22 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
23 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
24 (2) no less than \$25.00 and up to \$200.00 for each aggrieved employee per pay period pursuant
25 to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is
26 specifically provided, based on the following Labor Code violations:

27 //

28 //

- 1 a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
2 pay Plaintiff and other aggrieved employees all overtime compensation
3 earned;
- 4 b) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide
5 all legally required meal periods and failing to pay meal period premiums to
6 Plaintiff and other aggrieved employees;
- 7 c) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide
8 all legally required rest periods and failing to pay rest period premiums to
9 Plaintiff and other aggrieved employees;
- 10 d) Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other
11 aggrieved employees with accurate and compliant itemized wage statements;
- 12 e) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay
13 all final wages due to Plaintiff and other aggrieved employees; and
- 14 f) Defendant violated Labor Code § 1174 by failing to maintain accurate records
15 on behalf of Plaintiff and other aggrieved employees.

16 21. On September 30, 2025, Plaintiff notified Defendants via certified mail, and the
17 California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’
18 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
19 under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor
20 Code identified in Paragraph 20 (a)-(f). Attached hereto as **Exhibit 1** is a true and correct copy of
21 the September 30, 2025 correspondence. Now that sixty-five days have passed from Plaintiff
22 notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements
23 for bringing a claim under the Labor Code Private Attorneys General Act with respect to these
24 violations.

25 22. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect her interests and the interests of other aggrieved employees, and to assess and collect the
27 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
28 she is entitled to recover under California Labor Code § 2699(g).

1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

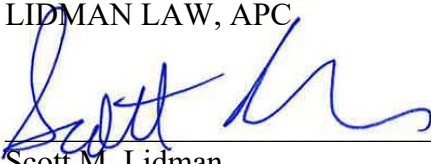
4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
6 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
7 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
8 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
9 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
10 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
11 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
12 per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to
13 Labor Code § 226.8(b) and (c); and/or (5) no less than \$25.00 and up to \$200.00 for each
14 aggrieved employee per pay period for those violations of the Labor Code for which no civil
15 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 20 (a)-(f)
16 above;

17 2. Prejudgment interest on all due and unpaid wages pursuant to California Labor
18 Code § 218.6 and Civil Code §§ 3287 and 3289;

19 3. On the First Cause of Action, for attorneys' fees and costs as provided by Labor
20 Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

21 4. For such other and further relief the Court may deem just and proper.

22
23 Dated: December 5, 2025

24 Respectfully submitted,
25 LIDMAN LAW, APC
26 
27 By: _____
28 Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
DANIELA NAVA

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

September 30, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Alfaro Communications Construction Inc., a California
corporation
c/o Allied Climbers of San Diego, Inc., Registered Agent
9678 Caminito Del Vida,
San Diego, CA 92121

Re: *Daniela Nava v. Alfaro Communications Construction Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Daniela Nava in claims arising from her employment with Alfaro Communications Construction Inc., a California corporation (“Defendant”). Ms. Nava is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Nava, a former non-exempt employee, was employed by Defendant from about September 2024 through approximately March 10, 2025. During her employment with Defendant, Ms. Nava held the job title of Payroll Clerk, in which her primary duty was to process payroll.

During her employment with Defendant, Ms. Nava was generally scheduled to work Monday through Friday from 8:00 a.m. to 5:00 p.m., and occasionally Saturday. Defendant required Ms. Nava to clock in and out each day by using the cellular phone application ExakTime.

Ms. Nava received various forms of non-discretionary bonuses and/or other forms of pay not properly excludable as a matter of law when calculating an employee’s regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as “Incentive Pay”). The various forms of

Incentive Pay provided to Ms. Nava and other non-exempt employees were pursuant to Defendant's uniform policies and practices. Despite Defendant's payment of Incentive Pay to Ms. Nava, Defendant failed to include all forms of Incentive Pay when calculating Ms. Nava's regular rate of pay, thereby causing Ms. Nava to be underpaid for all of her required overtime wages.

Throughout her employment with Defendant, Ms. Nava and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant's meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work in violation of California law. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late, short, or failed to provide a required meal period altogether.

Although Ms. Nava and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Nava and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7

Throughout Ms. Nava's employment with Defendant, Ms. Nava and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid 10-minute rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant did not authorize or permit any rest periods.

On those occasions when Ms. Nava and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Ms. Nava and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendant's failure to pay all overtime wages, meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Nava and other hourly, non-exempt employees. Furthermore, Defendant issued non-compliant wage statements to Ms. Nava and other non-exempt employees by failing to accurately include all information required by California law, including, but not limited to, gross wages earned.

As a further result of Defendant's failure to pay Ms. Nava and other non-exempt employees all overtime wages and meal and rest period premium wages, Defendant failed to pay all wages to Ms. Nava and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Overtime Violations

Defendant was required to pay Ms. Nava and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 16, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first

eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” This Section further provides, “Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.” As alleged above, Defendant paid Ms. Nava bonuses and/or other forms of pay not properly excludable as a matter of law when calculating Ms. Nava’s regular rate of pay (hereinafter referred to as “Incentive Pay”). Despite Defendant’s payment of Incentive Pay to Ms. Nava, Defendant failed to include the Incentive Pay when calculating her regular rate of pay for purposes of overtime, thereby causing Ms. Nava to be underpaid for all her required overtime wages. As a result of Defendant’s policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, Ms. Nava and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide Ms. Nava and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 16, § 10. Specifically, Ms. Nava and other Aggrieved Employees were often unable to take a duty-free 30-minute meal period before the end of the fifth hour of work. As a result, Ms. Nava and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”). Although Ms. Nava and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Ms. Nava and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Ms. Nava and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 16, § 11. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. As a result, Ms. Nava and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”)

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Nava and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, gross wages earned, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Ms. Nava and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other

things, the non-payment of meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Nava and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime wages, and meal and rest period premium wages.

As an "aggrieved employee," Ms. Nava will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Nava's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Nava and other aggrieved employees all overtime compensation earned;
- b) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Nava and other aggrieved employees;
- c) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Nava and other aggrieved employees;
- d) Defendant violated Labor Code § 226 by failing to furnish Ms. Nava and other aggrieved employees with accurate and compliant itemized wage statements;
- e) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Nava and other aggrieved employees; and
- f) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Nava and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman