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Attorneys for Plaintiff Jose Manuel Corona

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
11/14/2025
By: S. Decker Deputy

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

JOSE MANUEL CORONA, an individual, on his behalf and on behalf of the Labor and Workforce Development Agency;

Plaintiff,

v.

RICHMOND AMERICAN HOMES OF MARYLAND, INC., a corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 25CV027536

COMPLAINT FOR DAMAGES AND PENALTIES

1. FAILURE TO PAY OVERTIME AT CORRECT RATE
2. FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS AT CORRECT RATE
3. FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE
4. FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
5. FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
6. FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST
7. FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST
8. PRIVATE ATTORNEYS GENERAL ACT

JURY TRIAL DEMANDED

Plaintiff Jose Manuel Corona brings this action against Richmond American Homes of Maryland, Inc., a corporation; and Does 1 through 100, for violations of the Labor Code, as follows.

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PARTIES

1. Plaintiff Jose Manuel Corona ("Plaintiff" or "Corona") is a resident of California and is an "employee" as defined by the Labor Code and the applicable California Industrial Wage Commission ("IWC") Order(s).

2. Defendant Richmond American Homes of Maryland, Inc. (aka "Richmond American" or "Defendant") is a Maryland corporation formed under the laws of Maryland.

3. At all times relevant herein, Defendant was an "employer" as defined by the Labor Code and applicable California Industrial Wage Commission ("IWC") Order(s).

4. Defendant and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff' injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, acted as the agent, servant, employee, partner and/or joint venturer of and acted in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, acted both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

7. Venue is proper in this court as Plaintiff was employed with Defendant in Sacramento County.

8. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

9. Corona was hired by Richmond American on or around October 23, 2023 as an Assistant Superintendent. Corona also, for a short period at the beginning of his employment, performed the duties of Warranty Representative.

10. Richmond American is a corporation which builds homes. Corona officially reported to Richmond American's office in Roseville, California, and helped to oversee construction projects in Galt, Elk Grove, and Stockton. Corona worked a full-time schedule (working overtime with regularity) and was correctly classified and paid as an hourly, nonexempt employee.

11. Richmond American failed to pay Corona his overtime wages at 1.5 times the regular rate of pay, resulting in an underpayment of wages. In addition to his base hourly pay (most recently, $36.60/hour), Corona also received quarterly production bonuses. (See, e.g., **Exhibit 1**.) These bonuses were calculated based on the number of homes closed during each quarter and the "cycle time" of each home. (*Id.*) However, when it came time to calculate and pay Corona his earned overtime wages, Richmond American ignored the value of these earned, nondiscretionary bonuses and paid Corona his overtime wages at 1.5 times his base hourly rate only. (See, e.g., **Exhibit 2**.) By failing to pay overtime wages at 1.5 times the regular rate of pay—inclusive of the value of nondiscretionary bonuses and/or other items of compensation—Richmond American violated Labor Code section 510.

12. Additionally, Corona was not provided with all rest and meal periods to which he was entitled. Notably during the period in which he performed the duties of a Warranty Representative, Corona was not relieved of all duty and permitted the opportunity to take (1) a ten-minute rest period for every work period of four hours (or major fraction thereof) and (2) a thirty-minute meal period for every shift longer than five hours. Corona was not paid an hour's pay at his regular rate of compensation for every rest period and meal period which he was not permitted to take. To the extent that Richmond American did pay premiums for these violations, they were paid

at Corona's base hourly rate, and did not account for the value of earned nondiscretionary bonuses and/or other items of compensation, *supra*. Thus, Richmond American violated Labor Code sections 226.7 and 512.

13. Because of the foregoing violations, the itemized wage statements furnished to Corona failed to accurately show gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9).

14. On August 13, 2025, Corona requested, via certified mail, that Richmond American produce copies of his personnel and payroll records. (**Exhibit 3.**) As of the date of this Complaint, Richmond American has not responded to Corona's request.

15. The foregoing list of misconduct is a partial list only and is set forth by way of example.

16. On September 9, 2025, Corona provided written notice to the Labor and Workforce Development Agency ("LWDA") and Richmond American. regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support those alleged violations. (**Exhibit 4.**)

17. As of the filing of this Complaint, more than 65 days after Corona's written notice, the LWDA did not provide written notice that it intends to investigate any of Corona's allegations as set forth above. Accordingly, Corona satisfied the administrative prerequisites under Labor Code section 2699.3 to bring a civil action to recover civil penalties against Defendants, in addition to other remedies, for violations of the Labor Code.

FIRST CAUSE OF ACTION
FAILURE TO PAY OVERTIME AT CORRECT RATE
(Lab. Code, § 510)
Against Defendants

18. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

19. Pursuant to California Labor Code section 510, 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. 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. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

20. Pursuant to Labor Code section 1198 and the applicable IWC Wage Order(s), it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending upon the number of hours worked by the person on a daily or weekly basis.

21. During the relevant time period, Plaintiff regularly and/or consistently worked in excess of eight hours per day, in excess of forty hours per workweek, in excess of six days per workweek, and in excess of twelve hours per day.

22. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff.

23. Pursuant to California Labor Code section 1194(a), notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

24. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS AT CORRECT RATE
(Lab. Code, § 226.7)
Against Defendants

25. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

26. Labor Code section 226.7 requires employers to provide employees meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. 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 work day that the meal or rest period is not provided.

27. Section 11 of the applicable IWC Wage Order provides:

"(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Nothing in this provision shall prevent an employer from staggering rest periods to avoid interruption in the flow of work and to maintain continuous operations, or from scheduling rest periods to coincide with breaks in the flow of work that occur in the course of the workday. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or major fraction thereof. Rest periods shall take place at employer designated areas, which may include or be limited to the employees' immediate work area.

(B) Rest periods need not be authorized in limited circumstances when the disruption of continuous operations would jeopardize the product or process of the work. However, the employer shall make up the missed rest period within the same workday or compensate the employee for the missed ten (10) minutes of rest time at his/her regular rate of pay within the same pay period.

(C) A rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(D) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

28. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

29. During the relevant time period, Plaintiff was not provided with rest breaks as required by law and did not receive an additional hour of premium pay at their regular rate of compensation for each missed rest period.

30. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS AT CORRECT RATE
(Lab. Code, §§ 226.7, 512)
Against Defendants

31. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

32. Labor Code section 226.7 requires employers to provide employees with meal periods as mandated by Order of the Industrial Welfare Commission. It states:

a. No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

b. 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 work day that the meal or rest period is not provided.

33. Labor Code section 512(a) and applicable Wage Order(s) of the Industrial Welfare Commission provide that an employer may not employ a person for a work period of more than five

hours per day without providing that employee a meal period of not less than thirty minutes, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ a person for a work period of more than ten hours per day without providing an employee with a second meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than twelve hours, the meal period may be waived by mutual consent of both the employer and the employee, and if the first meal period was not waived.

34. The "regular rate of compensation", for purposes of rest and meal break premiums, must account for not only hourly wages but also other nondiscretionary payments for work performed by the employee. (*Ferra v. Loews Hollywood Hotel, LLC* (2021), 11 Cal.5th 858.)

35. During the relevant time period, Plaintiff was not provided with meal breaks as required by law and did not receive an additional hour of premium pay at his regular rate of compensation for each missed meal period.

36. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

FOURTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT
(Lab. Code, § 201, *et seq.*)
Against Defendants

37. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

38. Additionally, Labor Code section 201 requires an employer to pay an employee all wages earned and unpaid at the time the employer discharges the employee. Labor Code section 202 requires an employer to pay the employee all wages due no later than 72 hours after the employee quits his employment.

39. Labor Code section 203 provides: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from

the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days".

40. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid wages upon cessation of employment.

41. Wherefore, Plaintiff requests relief as hereafter provided.

FIFTH CAUSE OF ACTION
FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS
(Lab. Code, § 226(a))
Against Defendants

42. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

43. Pursuant to Labor Code section 226(a) "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment."

44. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred

dollars ($100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

45. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee during the pay period or any of the other information required to be provided pursuant to Labor Code section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the name and address of the employer and iv) the name of the employee and the last four digits of his or her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A), (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily ascertain the information without reference to other documents or information. (Lab. Code, § 226, subd. (e)(2)(C).)

46. As set forth above, Defendants intentionally and willfully failed to furnish accurate itemized wage statements which complied with Labor Code section 226.

47. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter provided.

SIXTH CAUSE OF ACTION
FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST
(Lab. Code, § 1198.5)
Against Defendants

48. Plaintiff hereby realleges and incorporates by reference each and every paragraph set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

49. Pursuant to Labor Code § 1198.5(a), "Every current and former employee, or his or her representative, has the right to inspect and receive a copy of his personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the

employee." Pursuant to Labor Code § 1198.5(b) an "employer shall make the contents of those personnel records available to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records and the agreed-upon date does not exceed 35 days from the employer's receipt of the written request."

50. As set forth above, Plaintiff requested from Defendant, in writing, copies of his personnel records, but Defendant failed to comply with that request in a timely fashion.

51. Wherefore, Plaintiff seeks damages as set forth below.

SEVENTH CAUSE OF ACTION
FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST
(Lab. Code, § 226, subd. (c))
Against Defendants

52. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

53. Pursuant to Labor Code section 226(c), an employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

54. As set forth above, Plaintiff requested copies of his wage statements, but Defendants failed to timely comply.

55. Wherefore, Plaintiff seeks relief as set forth below.

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EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Lab. Code, § 2698 *et seq.*)
Against Defendants

56. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

57. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code which provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures outlined in Labor Code section 2699.3.

58. Plaintiff was employed by Defendants and the alleged violations were committed against her during her time of employment. Plaintiff is therefore an aggrieved employee as defined by Labor Code section 2699, subdivision (c). Other current and former employees are also aggrieved employees in that one or more of the alleged violations were also committed against them during their time of employment with Defendants.

59. Pursuant to Labor Code section 2699, subdivision (f), the civil penalty recoverable in a PAGA action is that which is provided for by the Labor Code or, where no civil penalty is specifically provided, one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

60. Pursuant to California Labor Code section 2699, subdivision (g), an aggrieved employee may recover the civil penalty on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Furthermore, any employee who prevails in any such action shall be entitled to an award of reasonable attorney's fees and costs.

61. Pursuant to the PAGA, Plaintiff seeks to recover civil penalties against Defendants for violations of the Labor Code.

62. Wherefore, Plaintiff and other employees (current and former) have been aggrieved and Plaintiff, on behalf of the Labor and Workforce Development Agency, requests relief as hereafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

As to the First through Seventh Causes of Action:

1. For compensatory damages;
2. For injunctive relief, including that available under Labor Code section 226(h);
3. For statutory penalties including, but not limited to, those available under Labor Code sections 203, 226, and 1198(k);
4. For statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226(e)(1) and (h), and 1194, as well as those available under Code of Civil Procedure section 1021.5;
5. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. For such other and further relief as the court deems just and proper.

As to the Eighth Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code sections 226.3, 558, and 2699(f);
2. For injunctive relief;
3. For statutory attorney's fees and costs, including but not limited to those available under Labor Code section 2699(g);
4. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including that available under Civil Code sections 3287(a) and 3289(b); and

5. For such other and further relief as the Court deems just and proper.

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DATED: November 14, 2025

MAYALL HURLEY P.C.

By _____

JOHN P. BRISCOE
Attorneys for Plaintiff,
JOSE MANUEL CORONA

Exhibit 1



Building and Financing the American Dream®

August 9, 2024

Dear Jose Corona,

I am delighted to inform you that you will be receiving a **2nd Quarter 2024 Construction Production Bonus** in the amount of **$4,500.00.** This is based on the number of homes closed in **Q2** and the cycle time of each home. The details of your achievements will be shared with you directly by your manager. You can expect to receive your bonus on **Friday, August 16, 2024** and you will receive it in the same format as you receive your normal pay (direct deposit or live check).

Congratulations and thank you!

I appreciate your dedication to the business, and we look forward to continued success in our Division!

John Bayless
Division President

Exhibit 2

M.D.C. Holdings, Inc.
4350 South Monaco Street
Denver, CO 80237

Pay Statement

Period Start Date	04/19/2025
Period End Date	05/02/2025
Pay Date	05/09/2025
Document	28226
Net Pay	**$4,649.03**

Pay Details

Jose Manuel Corona

[redacted]

Entity: Richmond American Homes of Maryland, Inc.
1 HARBOR CENTER, STE 100
SUISUN CITY, CA 94585

Employee Number	5009098
SSN	624-42-2657
Job	Superintendent, Assistant
Pay Rate	$36.6000
Pay Frequency	Biweekly

Pay Group	MDC Payroll
Location	CA - NORTHERN CAL DIV
Line Of Bus	HMB - Richmond American Homes
Region	CAR - California
Division	NCA - Northern California
Department	106314 - NCA-Construction

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Anniversary	0.000000	$0.0000	$0.00	$292.80
Auto Allowance			$184.62	$1,846.20
Cell Allowance			$46.15	$461.50
Expense Reimbur	0.000000	$0.0000	$0.00	$163.06
Holiday-Hourly	0.000000	$0.0000	$0.00	$1,451.04
Meal Period-Hourly	0.000000	$0.0000	$0.00	$72.66
Overtime-Hourly	0.333333	$54.9000	$18.29	$1,065.17
PY Qtr Prod Bon	0.000000	$0.0000	$0.00	$3,875.00
Qtr Prod Bonus			$2,375.00	$2,375.00
Regular	39.916666	$36.6000	$1,460.95	
Regular	39.816666	$36.6000	$1,457.29	$25,367.32
Sick CA Hourly-Hourly	0.000000	$0.0000	$0.00	$585.60
Vacation Hourly-Hourly	0.000000	$0.0000	$0.00	$1,455.36
Total Hours	80.066665			

Deductions

Deduction	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
CI EE $10,000	No	$3.37	$33.70	$0.00	$0.00
Cig Dental DHMO	Yes	$2.97	$29.70	$1.50	$15.00
EE Vol Life	No	$10.25	$102.50	$0.00	$0.00
Voluntary AD&D	No	$0.46	$4.60	$0.00	$0.00
Basic AD&D	No	$0.00	$0.00	$0.32	$3.20
Basic Life Ins	No	$0.00	$0.00	$2.01	$20.10
LTD	No	$0.00	$0.00	$6.27	$62.50
STD	No	$0.00	$0.00	$14.18	$141.38

Taxes

Tax	Current	YTD
Federal Income Tax	$0.00	$942.53
Employee Medicare	$80.32	$562.86
Social Security Employee Tax	$343.44	$2,406.71
CA State Income Tax	$385.98	$2,164.19
CA Disability Employee	$66.48	$465.82

Paid Time Off

Plan	Taken	Current	Balance
Anniversary	8.0000	0.0000	0.0000
Birthday	0.0000	0.0000	8.0000
Sick CA Hourly	16.0000	0.0000	24.0000
Vac Hrly	24.0000	3.0667	34.7181

Net Pay Distribution

Account Number	Account Type	Amount
xxx	Checking	$850.00
xxxxxxx	Checking	$3,799.03
Total		$4,649.03

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	$5,542.30	$5,539.33	$876.22	$17.05	**$4,649.03**
YTD	$39,010.71	$38,817.95	$6,542.11	$170.50	$32,298.10

vsn 20180320

Exhibit 3

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

MAYALL HURLEY
EMPLOYMENT LAWYERS

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833
WWW.MAYALLAW.COM

VLADIMIR F. KOZINA
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

August 13, 2025

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Richmond American Homes of Maryland, Inc.
4350 S. Monaco St., Ste. 500
Denver, CA 80237

Re: Jose Manuel Corona

To whom it may concern:

This office has been retained by Jose Manuel Corona in connection with claims arising out of his employment with Richmond American Homes of Maryland, Inc. Through the enclosed authorization, we hereby request the following records regarding your former employee:

1. Mr. Corona's itemized wage statements, pursuant to Labor Code § 226(b);
2. All documents signed by Mr. Corona relating to the obtaining or holding of employment, pursuant to Labor Code § 432;
3. Mr. Corona's personnel records, pursuant to Labor Code § 1198.5(b);
4. All records documenting the hours worked and paid sick days accrued and used by Mr. Corona, pursuant to Labor Code § 247.5(a); and
5. Mr. Corona's payroll records pursuant to Labor Code section 1174 and 29 C.F.R. §§ 516.2.

Please contact me if you wish to discuss the foregoing requests.

Sincerely,

MAYALL HURLEY P.C.

By _____
JOHN P. BRISCOE

Enclosure

Exhibit 4

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]

MAYALL HURLEY
EMPLOYMENT LAWYERS

112 SOUTH CHURCH STREET
LODI, CALIFORNIA 95240

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ROBERT J. WASSERMANN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

September 9, 2025

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

Richmond American Homes of Maryland, Inc.
4350 S. Monaco St., Suite 500
Denver, CO 80237

Re: Jose Manuel Corona

To whom it may concern:

This firm represents Jose Manuel Corona ("Corona") in connection with claims arising from his former employment with Richmond American Homes of Maryland, Inc. ("Richmond American"). In accordance with California Labor Code section 2699.3, this letter shall serve as Corona's written notice to the Labor and Workforce Development Agency ("LWDA") and Richmond American regarding the following violations, and facts and theories supporting those violations, on Corona's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Richmond American.

Corona was hired by Richmond American on or around October 23, 2023 as an Assistant Superintendent. Corona also, for a short period at the beginning of his employment, performed the duties of Warranty Representative. Richmond American is a corporation which builds homes. Corona officially reported to Richmond American's office in Roseville, California, and helped to oversee construction projects in Galt, Elk Grove, and Stockton. Corona worked a full-time schedule (working overtime with regularity) and was correctly classified and paid as an hourly, nonexempt employee.

Richmond American failed to pay Corona his overtime wages at 1.5 times the regular rate of pay, resulting in an underpayment of wages. In addition to his base hourly

pay (most recently, $36.60/hour), Corona also received quarterly production bonuses. (See, e.g., Exhibit A.) These bonuses were calculated based on the number of homes closed during each quarter and the "cycle time" of each home. (*Id.*) However, when it came time to calculate and pay Corona his earned overtime wages, Richmond American ignored the value of these earned, nondiscretionary bonuses and paid Corona his overtime wages at 1.5 times his base hourly rate only. (See, e.g., Exhibit B.) By failing to pay overtime wages at 1.5 times the regular rate of pay—inclusive of the value of nondiscretionary bonuses and/or other items of compensation—Richmond American violated Labor Code section 510.

Additionally, Corona was not provided with all rest and meal periods to which he was entitled. Notably during the period in which he performed the duties of a Warranty Representative, Corona was not relieved of all duty and permitted the opportunity to take (1) a ten-minute rest period for every work period of four hours (or major fraction thereof) and (2) a thirty-minute meal period for every shift longer than five hours. Corona was not paid an hour's pay at his regular rate of compensation for every rest period and meal period which he was not permitted to take. To the extent that Richmond American did pay premiums for these violations, they were paid at Corona's base hourly rate, and did not account for the value of earned nondiscretionary bonuses and/or other items of compensation, *supra.* Thus, Richmond American violated Labor Code sections 226.7 and 512.

Because of the foregoing violations, the itemized wage statements furnished to Corona failed to accurately show gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9).

Corona's employment with Richmond American ended on June 27, 2025. At no point has Corona been paid the full balance of wages due and owing, *supra,* in violation of Labor Code sections 201 and 202.

The foregoing violations, and each of them, were committed against current and other former employees of Richmond American in California, and within the last year.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me and I will provide that information to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Corona intends to file a civil complaint against Richmond American pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a

proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By _____
JOHN P. BRISCOE

Exhibit A



Building and Financing the American Dream®

August 9, 2024

Dear Jose Corona,

I am delighted to inform you that you will be receiving a **2nd Quarter 2024 Construction Production Bonus** in the amount of **$4,500.00.** This is based on the number of homes closed in **Q2** and the cycle time of each home. The details of your achievements will be shared with you directly by your manager. You can expect to receive your bonus on **Friday, August 16, 2024** and you will receive it in the same format as you receive your normal pay (direct deposit or live check).

Congratulations and thank you!

I appreciate your dedication to the business, and we look forward to continued success in our Division!

John Bayless
Division President

Exhibit B

M.D.C. Holdings, Inc.
4350 South Monaco Street
Denver, CO 80237

Pay Statement

Period Start Date	04/19/2025
Period End Date	05/02/2025
Pay Date	05/09/2025
Document	28226
Net Pay	**$4,649.03**

Pay Details

Jose Manuel Corona

Entity: Richmond American Homes of Maryland, Inc.
1 HARBOR CENTER, STE 100
SUISUN CITY, CA 94585

Employee Number	5009098
SSN	624-42-2657
Job	Superintendent, Assistant
Pay Rate	$36.6000
Pay Frequency	Biweekly

Pay Group	MDC Payroll
Location	CA - NORTHERN CAL DIV
Line Of Bus	HMB - Richmond American Homes
Region	CAR - California
Division	NCA - Northern California
Department	106314 - NCA-Construction

Earnings

Pay Type	Hours	Pay Rate	Current	YTD
Anniversary	0.000000	$0.0000	$0.00	$292.80
Auto Allowance			$184.62	$1,846.20
Cell Allowance			$46.15	$461.50
Expense Reimbur	0.000000	$0.0000	$0.00	$163.06
Holiday-Hourly	0.000000	$0.0000	$0.00	$1,451.04
Meal Period-Hourly	0.000000	$0.0000	$0.00	$72.66
Overtime-Hourly	0.333333	$54.9000	$18.29	$1,065.17
PY Qtr Prod Bon	0.000000	$0.0000	$0.00	$3,875.00
Qtr Prod Bonus			$2,375.00	$2,375.00
Regular	39.916666	$36.6000	$1,460.95	
Regular	39.816666	$36.6000	$1,457.29	$25,367.32
Sick CA Hourly-Hourly	0.000000	$0.0000	$0.00	$585.60
Vacation Hourly-Hourly	0.000000	$0.0000	$0.00	$1,455.36

Total Hours 80.066665

Deductions

Deduction	Pre-Tax	Employee Current	Employee YTD	Employer Current	Employer YTD
CI EE $10,000	No	$3.37	$33.70	$0.00	$0.00
Cig Dental DHMO	Yes	$2.97	$29.70	$1.50	$15.00
EE Vol Life	No	$10.25	$102.50	$0.00	$0.00
Voluntary AD&D	No	$0.46	$4.60	$0.00	$0.00
Basic AD&D	No	$0.00	$0.00	$0.32	$3.20
Basic Life Ins	No	$0.00	$0.00	$2.01	$20.10
LTD	No	$0.00	$0.00	$6.27	$62.50
STD	No	$0.00	$0.00	$14.18	$141.38

Taxes

Tax	Current	YTD
Federal Income Tax	$0.00	$942.53
Employee Medicare	$80.32	$562.86
Social Security Employee Tax	$343.44	$2,406.71
CA State Income Tax	$385.98	$2,164.19
CA Disability Employee	$66.48	$465.82

Paid Time Off

Plan	Taken	Current	Balance
Anniversary	8.0000	0.0000	0.0000
Birthday	0.0000	0.0000	8.0000
Sick CA Hourly	16.0000	0.0000	24.0000
Vac Hrly	24.0000	3.0667	34.7181

Net Pay Distribution

Account Number	Account Type	Amount
xxx	Checking	$850.00
xxxxxxx	Checking	$3,799.03
Total		$4,649.03

Pay Summary

	Gross	FIT Taxable Wages	Taxes	Deductions	Net Pay
Current	$5,542.30	$5,539.33	$876.22	$17.05	**$4,649.03**
YTD	$39,010.71	$38,817.95	$6,542.11	$170.50	$32,298.10

vsn 20120320