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January 27, 2026

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn: PAGA Administrator  
455 Golden Gate Avenue, 9<sup>th</sup> Floor  
San Francisco, California 94102

Re: **Private Attorney General Act Notice**

Dear PAGA Administrator:

This firm represents Adriana Hernandez (“**Plaintiff**”) with respect to Plaintiff’s claims against CBJ Building Maintenance, Inc. (“**Defendant**”).

The purpose of this letter is to comply with Labor Code section 2699.3, which requires an aggrieved employee to notify their employer and the Labor & Workforce Development Agency (“**LWDA**”) of the provisions of the Labor Code that the employer has allegedly violated before filing a civil claim under California’s Labor Code Private Attorneys General Act (“**PAGA**”).

As used herein, the term “**Aggrieved Employees**” refers to Plaintiff and to all current and former employees of Defendant who have worked for Defendant in the State of California. Plaintiff has suffered each of the Labor Code and Wage Order violations asserted herein.

**SUMMARY OF FACTS**

Plaintiff Adriana Hernandez was employed by Defendant CBJ as a non-exempt hourly Housekeeper for approximately eight (8) years, from approximately 2016 until on or about June 15, 2024. At all relevant times, Plaintiff performed substantial work for Defendant in San Francisco County, California.

Throughout her employment, Plaintiff was paid on an hourly basis. Plaintiff regularly worked between approximately thirty-five (35) and fifty (50) hours per week, and frequently worked shifts lasting between seven (7) and ten (10) hours per day, including shifts in excess of eight (8) and ten (10) hours.



Plaintiff regularly worked overtime hours but was not paid overtime compensation for all overtime hours worked. On multiple occasions, Plaintiff was required to continue working additional hours at the end of her scheduled shift without being paid overtime premiums.

Defendant failed to implement or maintain a lawful timekeeping system. Instead, employees were required to sign a notebook that was pre-filled with fixed shift times, regardless of the actual hours worked. Plaintiff regularly worked hours that were not accurately recorded, and Defendant failed to pay Plaintiff for all hours worked.

Defendant failed to provide Plaintiff with legally compliant meal periods. Plaintiff frequently worked shifts in excess of five (5) and ten (10) hours and was not provided with timely, uninterrupted, duty-free meal periods. Plaintiff often worked entire shifts without being relieved of all duty for a full thirty-minute meal period. When Plaintiff worked shifts exceeding ten (10) hours, Defendant failed to provide a second meal period.

Defendant also failed to authorize and permit legally required rest periods. Plaintiff routinely worked more than four (4) hours without being authorized or permitted to take a paid ten-minute rest break, and Defendant failed to provide additional rest periods when Plaintiff worked extended shifts exceeding ten (10) hours.

Defendant failed to pay Plaintiff meal period and rest period premium wages for missed, delayed, or non-compliant meal and rest periods.

In addition, Defendant required Plaintiff to use her personal cell phone and personal vehicle for work-related purposes, including communicating with supervisors and traveling between multiple job sites, including Cal Poly, Highway Patrol facilities, and various schools. Defendant failed to reimburse Plaintiff for necessary business expenses, including mileage and cell phone usage, in violation of California Labor Code section 2802.

As a result of Defendant's unlawful compensation, timekeeping, break, and reimbursement practices, Plaintiff was not paid all wages earned, including overtime wages, meal and rest period premiums, and expense reimbursements. Defendant further failed to maintain accurate payroll and time records and failed to provide Plaintiff with accurate itemized wage statements reflecting all hours worked, premiums owed, and reimbursements due.

### **SUMMARY OF CLAIMS**

Plaintiff alleges that Defendant engaged in a pattern of knowingly violating numerous Labor Code sections. In particular, Defendant has violated California's wage and hour laws by:



- a) **Unpaid Wages:** Failing to pay Aggrieved Employees for all hours worked (including overtime), in violation of the applicable Wage Order and Labor Code sections 204, 510, 1194 et seq.
- b) **Meal/Rest Breaks (Failure to Provide):** Failing to permit Aggrieved Employees to take timely rest/meal breaks in violation of Labor Code section 226.7, 512, and the applicable Wage Order.
- c) **Meal/Rest Breaks (Failure to Pay Premium Pay):** Failing to pay premium pay to Aggrieved Employees for missed or untimely rest/meal breaks, in violation of Labor Code sections 226.7 and 512.
- d) **Failure to Pay Wages (Intervals):** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal and rest breaks), to Aggrieved Employees at least twice a month in violation of Labor Code section 204.
- e) **Wage Statement Violations:** Failing to maintain and furnish to Aggrieved Employees accurate, itemized statements of hours worked, gross and net wages earned all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate, and deductions in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.
- f) **Waiting Time Penalties:** Failing to pay all earned wages (including overtime compensation, and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation to Aggrieved Employees in violation of Labor Code sections 201, 202, 203, 206, and 227.3.
- g) **Failure to Reimburse:** Failing to reimburse Aggrieved Employees for business expenses in violation of Labor Code section 2802.
- h) **Violation of IWC Wage Order:** As set forth above, Plaintiff's violations of the Labor Code are also violations of the applicable IWC Wage Order, including those Paragraphs identified as "Hours and Days of Work," "Minimum Wages," "Reporting Time Pay," "Records," "Meal Periods," and "Rest Periods."

Plaintiff has suffered the violations alleged herein. This notice is based on the facts currently known to Plaintiff and is made without prejudice to Plaintiff's right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.



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Please advise this office within 65 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: CBJ Building Maintenance, Inc. - *via Certified Mail/Return Receipt Requested*