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Clerk of the Napa Superior Court
By: Ellie Bowden, Deputy

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Attorneys for Plaintiff GERARDO SERVIN PEREZ as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

GERARDO SERVIN PEREZ, as a
designated Private Attorney General,
pursuant to the Private Attorney General
Act,

Plaintiff,

v.

GRASSI & ASSOCIATES; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 26CV001231

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff GERARDO SERVIN PEREZ (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant GRASSI & ASSOCIATES (“Defendant”). The term “RELEVANT TIME
7 PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the
8 filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend this
9 complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide meal and rest periods or compensation in lieu thereof, (3) failure to
13 provide rest periods or compensation in lieu thereof; (4) failure to provide accurate itemized wage
14 statements; (5) failure to reimburse for necessary business expenses; and (6) failure to pay wages
15 due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
24 adequate compensation in lieu thereof; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

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5. Venue is proper in the County of Napa because Defendant, transacts business in this county, the obligations and liability arise in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

Defendant

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

1 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
2 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
3 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
4 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
5 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
6 joint employers and conspire with one another to increase profits by engaging in the conduct
7 described in this complaint.

8 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
10 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
11 below was acting, at least in part, within the course and scope of that authority as such agent,
12 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
13 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
14 are legally attributable to the other Defendants.

15 **PAGA ADMINISTRATIVE PREREQUISITE**

16 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
17 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
18 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
19 (“PAGA”).

20 14. Prior to filing this complaint, on March 13, 2026, and March 31, 2026, Plaintiff
21 gave written notice by certified electronic mail to the Labor and Workforce Development Agency
22 (“LWDA”) and to Defendant’s counsel of the specified provisions alleged to have been violated,
23 including the facts and theories to support the alleged violation as required by Labor Code section
24 2699.3. A true and correct copy of Plaintiff’s original letter dated March 31, 2026, sent to the
25 LWDA on March 31, 2026, is attached hereto as Exhibit A.

26 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
27 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
28 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has

1 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
2 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
3 with regard to his PAGA notice.

4 **FACTUAL ALLEGATIONS**

5 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
6 employees the benefits due under California's wage and hour laws for work performed in
7 California. Defendant wrongfully refused to compensate its employees for minimum wages,
8 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
9 wage statements, reimbursement and pay wages owed at the end of the employment, as required
10 under California law.

11 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
12 positions throughout California. Defendant in compensated said positions at an hourly rate less
13 than twice that of the state minimum wage and such positions remained under the direct control
14 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
15 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
16 these non-exempt employees as required by law.

17 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
18 policies and practices described herein are common within the State of California.

19 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
21 who were knowledgeable about California's wage and hour laws, employment and personnel
22 practices, and the requirements of California law.

23 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
24 or should have known that by not compensating its employees for all hours worked, including
25 minimum, regular, and overtime wages, for work that was required to be performed was in
26 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
27 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
28 minimum wage. Defendant also failed to pay its employees at the requisite overtime rate for all

1 hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

2 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
3 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
4 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
5 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
6 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
7 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
8 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
9 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
10 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
11 wherein Defendant's employees were required to clock-out and complete closing responsibilities.

12 22. In addition, Defendant, required the Plaintiff and other non-exempt hourly
13 employees to work under a "Rounding Policy" that is not fair and neutral and resulted, over a
14 period of time, in failure to compensate the employees properly for all the time they have actually
15 worked, in violation of the various applicable Wage Orders, regulations and statutes, and the
16 Defendant: (1) Willfully failed and refused, and continue to fail and refuse to pay compensation
17 for all hours worked, including minimum wage and lawful overtime compensation to the Plaintiff
18 and other non-exempt hourly employees; and (2) willfully failed and refused, and continue to fail
19 and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff
20 and other non-exempt hourly employees.

21 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that it was required to provide its employees with itemized wage statements
23 that accurately showed their actual hours worked, total hours worked, number of hours worked at
24 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
25 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
26 employees with accurate itemized wage statements showing their rate of pay, the actual hours
27 worked, correct premium wages earned per pay period, as well as the total hours work per pay
28 period.

1 they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately
2 calculate the overtime rate for Plaintiff and other non-exempt hourly employees.

3 30. Since the LWDA has not indicated that it will be investigating more than sixty-
4 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
5 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
6 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
7 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
8 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
9 applies to any alleged violation of the following provisions: 510 and 1194.

10 31. Plaintiff is informed and believes that Defendant have violated, and continues to
11 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
12 minimum wages and overtime.

13 32. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
14 penalties for each and every violation shown to exist or to have occurred during the Relevant
15 Time Period, in an amount according to proof, as to those penalties that are otherwise only
16 available to public agency enforcement actions.

17 33. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
18 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
19 interest.

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR** 22 **COMPENSATION IN LIEU THEREOF**

23 **(Plaintiff As a Private Attorney General Against All Defendants)**

24 34. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
25 complaint as if fully set forth herein.

26 35. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, sect. 11 provide
27 that no employer shall employ any person for a work period of more than five (5) hours without
28 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

1 36. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee with a meal period in accordance with this section, the employer shall pay the employee
3 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
4 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
5 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
6 relieving employees from all work duties during meal periods thereby preventing employees from
7 taking legally compliant meal periods.

8 37. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
9 worked shifts more than five (5) hours in a workday.

10 38. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
11 waive meal periods.

12 39. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
13 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
14 rate of pay for each missed meal break, in an amount to be proven at trial.

15 40. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
16 penalties for each and every violation shown to exist or to have occurred during the Relevant
17 Time Period, in an amount according to proof, as to those penalties that are otherwise only
18 available to public agency enforcement actions.

19 41. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
20 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
21 interest.

22 **THIRD CAUSE OF ACTION**

23 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
24 **COMPENSATION IN LIEU THEREOF**

25 **(Plaintiff As a Private Attorney General Against All Defendants)**

26 42. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

28 43. Labor Code section 226.7 and IWC Wage Order 5-2001, section 12 provides that

1 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
2 rest time per four (4) work hours, or major fraction thereof.

3 44. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
4 provide and employee rest periods in accordance with this section, the employer shall pay the
5 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
6 that the rest period is not provided. Plaintiff and other employees consistently worked over four
7 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

8 45. As described above, Defendant failed to reasonably make available rest breaks to
9 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

10 46. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred during the Relevant
12 Time Period, in an amount according to proof, as to those penalties that are otherwise only
13 available to public agency enforcement actions.

14 47. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
16 interest.

17 **FOURTH CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 19 **WAGE STATEMENTS**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 48. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 49. Labor Code section 226, subdivision (a), states in pertinent part that, "every
24 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
25 employees, either as a detachable part of the check, draft, or voucher paying the employee's
26 wages, or separately when wages are paid by personal check or cash, an accurate itemized
27 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
28 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the

1 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
2 only the last four digits of his or her social security number or an employee identification number
3 other than a social security number; (8) the name and address of the legal entity that is the
4 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
5 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

6 50. Defendant knowingly and intentionally failed to provide timely and accurate
7 itemized wage statements to its employees in accordance with Labor Code section 226,
8 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
9 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
10 the accurate gross pay. Such failure caused injury to its employees in violation of the California
11 labor code.

12 51. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
13 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
14 and all penalties for each and every violation shown to exist or to have occurred during the
15 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
16 only available to public agency enforcement actions. Funds recovered will be distributed in
17 accordance with the PAGA.

18 52. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
19 Code section 2699, subdivision (g)(1), and prejudgment interest.

20 **FIFTH CAUSE OF ACTION**

21 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

22 **NECESSARY BUSINESS EXPENDITURES**

23 **(Plaintiff As a Private Attorney General Against All Defendants)**

24 53. Plaintiff realleges and incorporates by reference the allegations in the preceding
25 paragraphs.

26 54. Labor Code section 2802 states that "An employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct consequence
28 of the discharge of his or her duties..."

1 55. Defendant failed to reimburse its employees for necessary expenditures as a direct
2 consequence of the discharge of their duties.

3 56. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
4 doing business on its employees in violation of the California Labor Code.

5 57. Defendant has a corporate practice and policy of requiring its employees to
6 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
7 for necessary business expenditures, specifically requiring employees to utilize their personal
8 vehicles in direct consequence of the discharge of their duties to Defendant.

9 58. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
10 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions. Funds recovered will be
14 distributed in accordance with the PAGA.

15 59. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
16 section 2699, subdivision (g)(1), and prejudgment interest.

17 **SIXTH CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

19 **TERMINATION OF EMPLOYMENT**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 60. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 61. Employees who ended their employment with Defendant during the Relevant
24 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
25 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
26 and 203.

27 62. Defendant refused and/or failed to promptly compensate its employees for wages
28 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and

1 minimum and overtime compensation owed for work performed for Defendant.

2 63. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
3 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
4 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
5 each of the following, as set forth in Labor Code section 2699.5, which provides that section
6 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
7 226, 226.7, 510, 512, 1174, 1194, and 2802.

8 64. Plaintiff, as a personal representative of the general public, will and does seek to
9 recover any and all penalties for each and every violation shown to exist or to have occurred
10 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
11 otherwise only available to public agency enforcement actions. Funds recovered will be
12 distributed in accordance with the PAGA.

13 65. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
14 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 17 1. For civil penalties for each violation as provided by law, including, but not
18 limited to, those civil penalties provided by PAGA;
19 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
20 2699, subdivision (g), and any other statutory basis or pursuant to the
21 California Rules of Court;
22 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
23 subdivision (g), and any other statutory basis; and
24 4. For all such other and further relief as the Court may deem just and proper.

25 Dated: June 5, 2026

MAHONEY LAW GROUP, APC

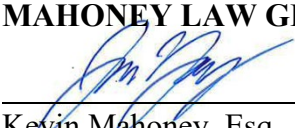
26 
27 _____
28 Kevin Mahoney, Esq.
John A. Young, Esq. Attorneys for Plaintiff
GERARDO SERVIN PEREZ

EXHIBIT A



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March 31, 2026

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY
dir.govfa.net/411

VIA CERTIFIED EMAIL 7022 2410 0000 2418 1622

Jadwyn Parrish
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Rosasco Law Group
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Rocklin, CA 95765

Attorney for Grassi & Associates

Re: Gerardo Servin Perez v. Grassi & Associates

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency and Grassi & Associates

From: Gerardo Servin Perez, on behalf of himself and aggrieved employees who were subject to Grassi & Associates' unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Gerardo Servin Perez ("Mr. Servin Perez") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Theories of Labor Code Violations and Remedies

Grassi & Associates ("Employer") is a general building contractor company conducting business in California, including Napa, California. Mr. Servin Perez worked for Employer as a non-exempt employee within the past year. Mr. Servin Perez alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, and 2802 by failing to provide Mr. Servin Perez and all other

aggrieved employees (1) all wages for all wages worked, including minimum wage and overtime pay, (2) their legally mandated meal and rest periods; (3) their legally mandated premium pay in lieu of compliant meal and rest periods; (4) accurate and complete wage statements required by law; (5) legally required waiting penalties to former employees upon the termination or other end of employment; and (6) reimbursement for business-related expenses. Mr. Servin Perez and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Employer failed to pay Mr. Servin Perez and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Employer failed to pay Mr. Servin Perez and other aggrieved employees all legally mandated wages, including minimum and overtime wages, for all work performed, in violation of California law. Specifically, Mr. Servin Perez and other aggrieved employees were obligated by the Employer to complete their work duties while off-the-clock in order to drive to different job sites and load/unload materials. Further, Mr. Servin Perez and other aggrieved employees were obligated by the Employer to perform work while clocked-out for their meal periods. Lastly, Employer failed to pay Employee and aggrieved employees the legally mandated wage rates for all hours worked. Instead, Employer paid Employee and aggrieved employees under a "Rounding Policy" that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked. As such, Mr. Servin Perez and other aggrieved employees were not adequately compensated the proper amount of wages during their employment. Employer's conduct is in violation of Labor Code Sections 294, 510, and 1194, and is actionable under PAGA.

Secondly, Employer failed to provide Mr. Servin Perez and other aggrieved employees with timely uninterrupted meal and rest periods. In order to curtail labor costs, Employer understaffed work shifts resulting in Mr. Servin Perez and other aggrieved employees being unable to take work-free meal and rest periods. Employer consistently required Mr. Servin Perez and other aggrieved employees to work beyond five hours such that they were legally entitled to two rest periods and a single meal period. Due to Employer's policy and practices which prioritized work tasks, such as unloading materials from trucks, over meal and rest period compliance, Mr. Servin Perez and similarly aggrieved employees did not receive timely meal and rest periods, due the lack of adequate relief coverage and Employer's prioritization of work responsibilities. Employer failed to pay Mr. Servin Perez and other aggrieved employees a meal and or rest break premium when theses Labor Code violations occurred. Employer's conduct, which is in violation of Labor Code sections 226.7, 512, as well as 8 CCR section 11050, subdivisions 11 and 12, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Mr. Servin Perez and other aggrieved employees with complete and accurate wage statements showing the true number of hours worked and accurate wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees.

Employer also failed to reimburse Mr. Servin Perez and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Mr. Servin Perez and other aggrieved were required to use their personal vehicle to transport materials for Employer to job sites and transport materials between job sites without reimbursement. Employer's failure to reimburse Mr. Servin Perez and other aggrieved employees for work-related expenses is a direct violation of Labor Code Section 2802.

Mr. Servin Perez will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Young", is written over a light blue circular stamp.

John Young, Esq.

MAHONEY LAW GROUP, APC