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

MANUEL HEREDIA, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SALAZAR CONSTRUCTION CO., INC., a
California Corporation; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: 26STCV13467

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (7) UNFAIR COMPETITION; &
- (8) PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

06/09/2026

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

1 Plaintiff Manuel Heredia (“Plaintiff”), on behalf of himself and all other similarly situated
2 non-exempt employees, alleges and complains of Defendant Salazar Construction Co., Inc.
3 (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a Specialty Contractor that serves the Santa Clarita, CA area and
6 specializes in Concrete.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
10 due to its failure to record and pay for all time worked off the clock. Plaintiff further alleges that
11 Defendant’s meal and rest period policies and practices failed to allow and permit non-exempt
12 employees to take all compliant and timely meal and rest periods or pay premium wages at the
13 “regular rate of pay” in lieu thereof. Moreover, Plaintiff alleges that Defendant failed to provide non-
14 exempt employees with accurate written itemized wage statements in violation of Labor Code §
15 226(a), and failed to reimburse all necessary business expenses incurred.

16 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
17 violations under the Private Attorney General Act (“PAGA”).

18 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
19 and representative action to recover unpaid wages, restitution, penalties, and other related relief for
20 himself and all other similarly situated non-exempt employees.

21 **JURISDICTION AND VENUE**

22 6. Plaintiff, on behalf of himself and all other similarly situated employees hereby bring
23 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 204,
24 210, 226(a), 226(a)(6), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804,
25 and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking
26 declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et*
27 *seq.*

28 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

8. This Court has jurisdiction over Defendant's violations of the California Labor Code and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional minimum.

9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant operates in California within the County of Los Angeles, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Los Angeles and are and/or were the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to him by California Labor Code §§ 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 516, 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

12. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Los Angeles.

13. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, 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 thereon alleges, that each of said fictitious Defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiff is informed, believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein

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

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

12 **COMMON FACTUAL ALLEGATIONS**

13 16. Defendant is a Specialty Contractor that serves the Santa Clarita, CA area and
14 specializes in Concrete.

15 17. Plaintiff has been employed by Defendant as a non-exempt employee in the role of
16 “Machine Operator” role starting on, or about 2013. Based in Santa Clarita, California, the Plaintiff
17 was responsible for a variety of tasks, including, but not limited to, driving heavy machinery,
18 assigning work to his crew, picking up trash, and mixing concrete.

19 18. Alongside Plaintiff, other non-exempt employees, including but not limited to
20 Construction Laborer, Machine Operator, Concrete Finisher, and Rodbuster, played a critical role in
21 supporting Defendant’s daily operations and overall success across California.

22 19. Plaintiff and other non-exempt employees were responsible for a wide range of tasks
23 critical to the company’s operations, such as mixing concrete, driving, cleaning, construction, and
24 overall Specialty Contractor services. Their work ensured the effective operation of Defendant’s
25 assets. Despite the essential nature of their contributions, Plaintiff and other non-exempt employees
26 allege that Defendant failed to comply with California labor laws, including but not limited to
27 accurate timekeeping, proper wage payment, and provision of meal and rest periods, as set forth
28 below.

1 20. At all relevant times, Plaintiff and other non-exempt employees regularly worked
2 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
3 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,
4 procedures, practices, working conditions, and corresponding wage and hour violations to which he
5 was subjected during his employment.

6 21. First, at all relevant times, Defendant has consistently failed to accurately record and
7 pay for all time worked, including the time non-exempt employees were under the employer's control.
8 This included a policy and practice of failing to properly record the time worked by non-exempt
9 employees, including all time spent working off the clock. As a result of this company-wide
10 policy/practice, Plaintiff and other non-exempt employees are not compensated for all the hours that
11 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
12 1194, 1197.1, 1199, and applicable Wage Orders.

13 22. As a result, over a period of time, Plaintiff and other non-exempt employees were not
14 properly paid for all hours worked, in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
15 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
16 and other non-exempt employees were not properly paid at the correct overtime rate for hours worked
17 in excess of eight hours per shift in violation of Labor Code § 510.

18 23. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
19 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
20 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
21 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
22 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
23 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
24 underpaid regardless of whether the initial violation was intentionally committed.

25 24. Labor Code § 510 requires an employer to compensate an employee who works more
26 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
27 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
28 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than

1 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
2 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
3 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
4 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
5 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

6 25. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
7 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
8 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
9 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
10 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
11 non-exempt employees worked more than 10.0 hours in a shift, they were not allowed or permitted
12 to take a mandated second meal period before the end of the tenth hour of work in violation of the
13 Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees' meal
14 periods were often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period
15 policies/procedures, operational requirements, and work demand.

16 26. In addition, for each missed or non-compliant meal period, Defendant failed and
17 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
18 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
19 5th 858 and Labor Code § 226.7.

20 27. Accordingly, due to Defendant's uniform meal period practices, non-exempt
21 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
22 226.7, 510, 516, and applicable Wage Orders.

23 28. Next, at all relevant times, Plaintiff and other non-exempt employees were not
24 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
25 to Defendant's uniform rest period policies/practices, operational requirements and work demands.
26 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-
27 minute duty-free rest period for every major fraction of four hours worked. This includes a second
28 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in

1 a workday.

2 29. By not relieving all non-exempt employees of all duties during rest periods, Defendant
3 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
4 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
5 duties and relinquish control over how employees spend their time.”] (Emphasis added). In *Augustus*,
6 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
7 duty rest period to employees who worked as security guards and further explained: “that employers
8 [must] relinquish any control over how employees spend their break time and relieve their employees
9 of all duties.” *Id.* at 273. Each time non-exempt employees could not take a compliant rest period;
10 Defendant failed and continues to fail to adequately pay rest period premium payments at the “regular
11 rate of pay” as required by Labor Code § 226.7.

12 30. Accordingly, due to Defendant’s uniform rest period policies/practices, non-exempt
13 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
14 512, and applicable Wage Orders.

15 31. As a result of Defendant’s failure to pay Plaintiff and other non-exempt employees for
16 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
17 and Defendant’s failure to pay all meal and rest period premiums at the “regular rate of pay,”
18 Defendant issued wage statements which failed to identify the gross wages earned accurately, the
19 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
20 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

21 32. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
23 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
24 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

26 33. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
27 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
28 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),

1 Plaintiff and other non-exempt employees would be entitled to recover penalties under Labor Code §
2 226(e).

3 34. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
4 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
5 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
6 Here, Defendant uniformly failed to reimburse non-exempt employees for the necessary costs
7 incurred in discharging their duties. (*See Cochran v. Schwan's Home Service, Inc.*, (2014) 228
8 Cal.App.4th 1137, 1144 [“[i]f an employee is required to make work-related calls on a personal cell
9 phone, then he or she is incurring an expense for the purposes of section 2802. It does not matter
10 whether the phone bill is paid for by a third person or at all...To show liability under section 2802, an
11 employee needs only to show that he or she was required to use a personal cell phone to make work-
12 related calls, and he or she was not reimbursed”].) Accordingly, due to Defendant’s uniform failure
13 to adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-
14 2804 and applicable Wage Orders.

15 CLASS ACTION ALLEGATIONS

16 35. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
17 § 382 of the Code of Civil Procedure:

18 All current or former non-exempt hourly employees who work or worked
19 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the “Class”);

20 All current or former non-exempt employees who worked for Defendant in
21 California and worked overtime hours during at least one shift during the
22 four years immediately preceding the filing of the Complaint through the
date of trial. (“the Overtime Subclass”);

23 All current or former employees who work or worked for Defendant in
24 California during the one year immediately preceding the filing of the
25 Complaint through the date of trial. (“the Wage Statement Subclass”)

26 (collectively “the Classes”)

27 36. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
28 joinder of all members would be unfeasible and not practicable. The membership of the Classes is

unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendant's employment and payroll records.

37. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendant failed to record and pay for all hours worked by Class Members;
2. Whether Defendant provided legally compliant meal and rest periods or proper compensation at the "regular rate of pay" in lieu thereof to members of the Class;
3. Whether Defendant furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and
4. Whether Defendant failed to reimburse Class Members for all necessary business expenses in violation of Labor Code §§ 2802-2804.

38. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendant's policies and/or practices applicable to each individual class member, such as without limitation, Defendant's failure to pay for all hours worked, Defendant's failure to provide all compliant meal and rest periods or premiums at the "regular rate of pay" in lieu thereof, Defendant's failure to provide accurate itemized wage statements, and Defendant's failure to reimburse for all necessary business expenses. As such, the common questions predominate over individual questions concerning each class member's showing as to his or her eligibility for recovery or the amount of his or her damages.

39. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendant as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of minimum and overtime wages, was deprived of meal and rest period premium wages, was subject to Defendant's uniform meal and rest

1 period policies/practices, was not provided accurate itemized wage statements, and was not
2 reimbursed for all necessary business expenses.

3 40. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
4 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
5 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
6 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
7 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
8 members of the Classes.

9 41. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
10 important public interest in establishing minimum working conditions and standards in California.
11 These laws and labor standards protect the average working employee from exploitation by
12 employers who have the responsibility to follow the laws and who may seek to take advantage of
13 superior economic and bargaining power in setting onerous terms and conditions of employment. The
14 nature of this action and the format of laws available to Plaintiff and members of the Classes make
15 the class action format a particularly efficient and appropriate procedure to redress the violations
16 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
17 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
18 resources of each individual plaintiff with their vastly superior financial and legal resources.

19 42. Moreover, requiring each member of the Classes to pursue an individual remedy would
20 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
21 against their former and/or current employer for real and justifiable fear of retaliation and permanent
22 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
23 the individual class members, even if possible, would create a substantial risk of inconsistent or
24 varying verdicts or adjudications with respect to the individual class members against Defendant
25 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
26 legal determinations with respect to individual class members which would, as a practical matter, be
27 dispositive of the interest of the other class members not parties to adjudications or which would
28 substantially impair or impede the ability of the class members to protect their interests. Further, the

1 claims of the individual members of the class are not sufficiently large to warrant vigorous individual
2 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the
3 Classes identified in Paragraph 35 are maintainable as Classes under § 382 of the Code of Civil
4 Procedure.

5 **FIRST CAUSE OF ACTION**
6 **MINIMUM WAGE VIOLATIONS**
7 **(AGAINST ALL DEFENDANTS)**

8 43. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 44. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
10 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
11 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
12 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
13 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
14 wages and interest accrued thereon.

15 45. At all relevant times herein, Defendant failed to record all time accurately worked,
16 including failing to record time worked properly and all time spent working off-the-clock, which
17 resulted in these individuals not being paid for all hours they actually suffered or permitted to work.
18 Accordingly, Plaintiff and members of the Classes were not compensated for all hours worked,
19 including all hours they were subject to the control of Defendant and/or suffered or permitted to work
20 under the Labor Code and applicable Wage Orders.

21 46. Labor Code § 1198 makes an employee's employment unlawful under conditions the
22 Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that an
23 employer who has failed to pay its employees the legal minimum wage is liable to pay those
24 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
25 to the wages due and interest thereon.

26 47. As a direct and proximate result of Defendant's unlawful conduct as alleged herein,
27 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages
28 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and

1 statutory damages and penalties and other appropriate relief as a result of Defendant's violations of
2 the Labor Code and applicable Wage Orders.

3 48. Defendant's practice and uniform administration of corporate policy regarding illegal
4 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
5 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
6 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
7 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY ALL OVERTIME WAGES**

10 **(AGAINST ALL DEFENDANTS)**

11 49. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

12 50. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
13 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
14 hours worked and provide a private right of action for the failure to pay all overtime compensation
15 for overtime work performed.

16 51. At all times relevant herein, Defendant was required to properly pay Plaintiff and
17 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
18 § 1194 and the applicable Wage Orders.

19 52. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
20 and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per
21 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
22 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
23 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
24 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
25 Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay"
26 for such hours.

27 53. At all relevant times herein, Defendant failed to conform its pay practices to the
28 requirements of the law. This unlawful conduct includes, but is not limited to, Defendant's failure to

1 pay for all hours properly worked off the clock as alleged herein above, which resulted in these
2 individuals not being paid for all overtime hours worked.

3 54. The foregoing policies and practices are unlawful and create an entitlement to recovery
4 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
5 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
6 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
7 of Civil Procedure § 1021.5.

8 **THIRD CAUSE OF ACTION**

9 **MEAL PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 55. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

12 56. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
13 its affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and
14 members of the Class, with all required meal periods in accordance with the mandates of the
15 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
16 Allegations section of this Complaint.

17 57. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
18 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
19 each violation, per California Labor Code § 226.7.

20 58. As a result, Defendant is responsible for paying premium compensation for meal
21 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
22 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

23 **FOURTH CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 59. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

27 60. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
28 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for

1 each four (4) hour period worked, or major fraction thereof.

2 61. Due to its unlawful rest period policy/practices and operational requirements/work
3 demands, Defendant did not authorize and permit Plaintiff and Class members to take all rest periods
4 to which they were legally entitled.

5 62. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
6 the "regular rate of pay" to Plaintiff and Class members at their respective regular rates of pay for
7 each violation, per California Labor Code § 226.7.

8 63. The foregoing violations create an entitlement to recovery by Plaintiff and members
9 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
10 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
11 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(AGAINST ALL DEFENDANTS)**

15 64. Plaintiff re-alleges and incorporates all previous paragraphs by reference.

16 65. Labor Code 226(a) states in pertinent part the following:

17 "(a) An employer, semimonthly or at the time of each payment of wages,
18 shall furnish to his or her employee, either as a detachable part of the check,
19 draft, or voucher paying the employee's wages, or separately if wages are
20 paid by personal check or cash, an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours worked by the employee,
22 (3) the number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that all
24 deductions made on written orders of the employee may be aggregated and
25 shown as one item, (5) net wages earned, (6) the inclusive dates of the
26 period for which the employee is paid, (7) the name of the employee and
27 only the last four digits of his or her social security number or an employee
28 identification number other than a social security number, (8) the name and
address of the legal entity that is the employer, and (9) all applicable hourly
rates in effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee."

66. As set forth above, during the Class Period, Defendant issued and continues to issue
wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,

1 which are inadequate under Labor Code Section § 226(a).

2 67. As a result of Defendant's failure to pay Plaintiff and the Wage Statement Subclass
3 for all minimum, overtime wages, and missed meal and rest period premiums at the appropriate legal
4 rate, Defendant failed to include required information on Plaintiff and the Wage Statement Subclass'
5 wage statements, including, but not limited to, the gross wages earned, the net wages earned in
6 violation of Labor Code section 226(a), (1,2,5, and 9).

7 68. Defendant's failure to comply with section 226(a) of the Labor Code was knowing
8 and intentional.

9 69. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
10 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
11 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
12 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
13 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant's
14 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

17 **(AGAINST ALL DEFENDANTS)**

18 70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 71. Labor Code 2802(a) states in pertinent part the following: "(a) An employer shall
20 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
21 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
22 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
23 believed them to be unlawful."

24 72. As set forth above, Plaintiff and Class members must be compensated for all necessary
25 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
26 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan's Home Service,*
27 *Inc.* (2014) 228 Cal.App.4th 1137 ("We hold that when employees must use their personal cell phones
28 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether

1 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
2 owed is a reasonable percentage of their cell phone bills.”).

3 73. At all relevant times, Defendant has failed to comply with Labor Code Section 2802 and
4 the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary business
5 expenditures.

6 **SEVENTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

8 **(AGAINST ALL DEFENDANTS)**

9 74. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 75. Defendant has engaged and continues to engage in unfair and/or unlawful business
11 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
12 failing to pay for all hours worked, by failing to provide all legally required meal and rest periods or
13 pay premium payments at the “regular rate of pay” in lieu thereof, by failing to provide accurate wage
14 statements, and by failing to reimburse for all necessary business expenses adequately.

15 76. Defendant’s utilization of these unfair and/or unlawful business practices deprived
16 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
17 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
18 Defendant’s competitors who have been and/or are currently employing workers and attempting to
19 do so in honest compliance with applicable wage and hour laws.

20 77. Because Plaintiff is a victim of Defendant’s unfair and/or unlawful conduct alleged
21 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
22 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
23 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

24 78. The acts complained of herein occurred within the last four years immediately
25 preceding the filing of the Complaint in this action.

26 79. Plaintiff was compelled to retain the services of counsel to file this court action to
27 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
28 Defendant’s current hourly non-exempt employees, and to enforce important rights affecting the

1 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
2 he is entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHT CAUSE OF ACTION**

4 **PRIVATE ATTORNEYS GENERAL ACT**

5 **(AGAINST ALL DEFENDANTS)**

6 80. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 81. Defendant has committed several Labor Code violations against Plaintiff and other
8 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
9 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
10 representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly
11 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
12 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for which
14 no civil penalty is specifically provided based on the following Labor Code violations:

15 a) Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum and
16 overtime wages for all hours worked or for which they were subject to the control of the employer;

17 b) Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their
18 statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194 and 1198;

19 c) Failing to authorize and permit Plaintiff and other similarly Aggrieved employees
20 with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

21 d) Failing to furnish Plaintiff and other similarly situated employees with complete,
22 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;
23 and

24 e) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
25 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

26 82. On or about April 3, 2026, Plaintiff notified Defendant Salazar Construction Co.,
27 Inc. ("Defendant") and the California Labor and Workforce Development Agency ("LWDA") via
28 email of Defendant's violations of the California Labor Code § 2698 *et seq.*, with respect to violations

1 of the California Labor Code identified in Paragraph 81 (a)-(e). Now that the sixty-five days have
2 passed from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted his
3 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
4 to these violations.

5 83. Plaintiff was compelled to retain the services of counsel to file this court action to
6 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
7 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys' fees and costs, which he
8 is entitled to receive under California Labor Code § 2699.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiff prays for judgment for himself and all others on whose behalf this
11 suit is brought against Defendant, as follows:

- 12 1. For an order certifying the proposed Classes;
- 13 2. For an order appointing Plaintiff as representative of the Classes;
- 14 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 15 4. Upon the First and Second Cause of Action for compensatory, consequential,
16 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,
17 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;
- 18 5. Upon the Third Cause of Action, for compensatory, consequential, general, and
19 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
20 and reasonable attorneys' fees and costs;
- 21 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
22 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 23 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
24 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 25 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
26 reasonable costs and attorneys' fees;
- 27 9. Upon the Sixth Cause of Action, for unreimbursed expenses, interest, and attorney's
28 fees and costs pursuant to Labor Code § 2802;

1 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
3 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

4 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other similarly
5 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
6 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
9 costs;

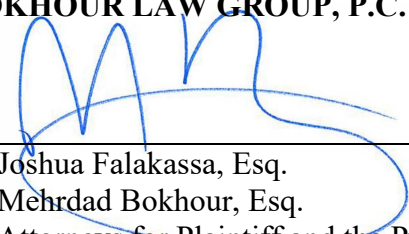
10 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
11 § 218.6 and Civil Code §§ 3287 and 3289;

12 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
13 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

14 14. For such other relief that the Court may deem just and proper.

15
16 Dated: June 9, 2026

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

17
18 BY: 

19 _____
20 Joshua Falakassa, Esq.
21 Mehrdad Bokhour, Esq.
22 Attorneys for Plaintiff and the Putative Class
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