

1 Shaun Setareh (SBN 204514)
shaun@setarehlaw.com
2 Bradley Fagnani (SBN 261330)
bradley@setarehlaw.com
3 Victoria Mas (SBN 365896)
vmass@setarehlaw.com
4 SETAREH LAW GROUP
420 N. Camden Drive, Suite 100
5 Beverly Hills, California 90210
Telephone (310) 888-7771
6 Facsimile (310) 888-0109

7 Attorneys for Plaintiff ISAAC MEJIA

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN JOAQUIN

11 UNLIMITED JURISDICTION

12 ISAAC MEJIA, on behalf of himself and all
13 other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 84 LUMBER COMPANY, a Pennsylvania
17 Company; and DOES 1 through 50, inclusive,

18 *Defendants.*

Case No.

STK-CV-006 -2026- 7965

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

FILED
SUPERIOR COURT SAN JOAQUIN
2026 JUL -6 P 12:57
STEPHANIE DOHRER, CLERK
BY HALEY STUDER
DEPUTY

1 Plaintiff ISAAC MEJIA (“Plaintiff”), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants 84 LUMBER
5 COMPANY, a PENNSYLVANIA COMPANY; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them at least minimum wage for all hours worked;
- 13 (5) failed to pay them overtime wages at the correct rate;
- 14 (6) failed to pay them double time wages at the correct rate;
- 15 (7) failed to pay them for all vested vacation pay;
- 16 (8) failed to reimburse them for all necessary business expenses;
- 17 (9) failed to provide them with accurate written wage statements; and
- 18 (10) failed to pay them all of their final wages following separation of employment.

19 Based on these alleged violations, Plaintiff now brings this representative action to recover unpaid
20 wages, restitution, civil penalties, and related relief on behalf of himself and all others similarly
21 situated, all other aggrieved employees, and the State of California.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
24 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
25 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

26 3. Venue is proper in COUNTY of SAN JOAQUIN pursuant to Code of Civil
27 Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions
28 that are the subject matter of this Complaint occurred therein and/or each defendant is found,

1 maintains offices, transacts business, and/or has an agent therein.

2 **PARTIES**

3 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
4 residing in the State of California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant 84
6 LUMBER COMPANY is, and at all relevant times mentioned herein, a PENNSYLVANIA
7 COMPANY doing business in the State of California.

8 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
9 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
10 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
11 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
12 fictitiously named defendants are responsible in some manner for the occurrences, acts and
13 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
14 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
15 capacities of the DOE defendants when ascertained.

16 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
17 mentioned herein, some or all of the defendants were the representatives, agents, employees,
18 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
19 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
20 and scope of such relationship and with the full knowledge, consent, and ratification by such other
21 defendants.

22 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 8. Plaintiff worked for Defendants as an hourly, non-exempt employee from
24 approximately March 23, 2023 to August 2025.

25 **Off-the-Clock Work**

26 9. Plaintiff and the putative class were not paid all wages earned as Defendants
27 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
28 clock work.

10. During the applicable limitations period, Plaintiff and the putative class regularly performed off-the-clock work for the benefit of Defendants without compensation. Plaintiff worked as a sawyer and was responsible for cutting lumber used in the construction of housing and building frames. In addition to cutting wood, Plaintiff was required to complete production orders, organize and prepare orders for the following workday, and perform other end-of-shift duties necessary to complete the day's work.

11. Defendants, through Plaintiff's managers and supervisors, required Plaintiff and the putative class to complete all assigned work before leaving for the day, regardless of whether they had already completed their scheduled shifts. As a result, Plaintiff and the putative class regularly continued performing work after their scheduled end times in order to finish production orders and prepare materials for the next day.

12. Plaintiff and the putative class regularly performed up to approximately two (2) hours of uncompensated work after the end of their scheduled shifts. Defendants knew or should have known that Plaintiff and the putative class were performing this work because managers directed them to complete all assigned tasks before leaving and benefited from the labor performed. Nevertheless, Defendants failed to accurately record and compensate Plaintiff and the putative class for all hours worked, including overtime hours where applicable.

Missed Meal Periods

13. Plaintiff and the putative class were not provided with meal periods of at least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal period as part of each work shift; (2) chronically understaffing each work shift with not enough workers; (3) imposing so much work on each employee such that it made it unlikely that an employee would be able to take their breaks if they wanted to finish their work on time; and (4) no formal written meal and rest period policy that encouraged employees to take their meal and rest periods.

14. Specifically, Plaintiff worked as a sawyer and was responsible for cutting lumber, completing production orders, and preparing orders for the following workday. During his meal periods, Plaintiff was frequently interrupted and required to return to work to assist customers,

1 respond to client requests, cut additional materials, or otherwise perform work-related duties. As a
2 result, Plaintiff was not relieved of all duty during his meal periods and was regularly required to
3 shorten or interrupt his meal period before receiving a fully uninterrupted thirty (30) minute meal
4 period mandated under the California law.

5 15. Furthermore, on occasions when Plaintiff worked shifts in excess of ten (10) hours,
6 including shifts lasting ten (10) to twelve (12) hours or longer, Defendants failed to provide
7 Plaintiff with a second duty-free meal period as required by California law. Despite Plaintiff's
8 lengthy shifts, Defendants neither authorized nor permitted Plaintiff to take a compliant second
9 meal period and failed to pay the required meal period premium for each noncompliant second
10 meal period.

11 16. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
12 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
13 worked due to complying with Defendants' productivity requirements that required Plaintiff and
14 the putative class to work through their meal periods in order to complete their assignments on
15 time.

16 **Missed Rest Periods**

17 17. Plaintiff and the putative class were not provided with rest periods of at least ten
18 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
19 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
20 each work shift with not enough workers; (3) imposing so much work on each employee such that
21 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
22 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
23 take their meal and rest periods.

24 18. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
25 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
26 due to complying with Defendants' productivity requirements that required Plaintiff and the
27 putative class to work through their rest periods in order to complete their assignments on time.

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28. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

29. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

30. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698 *et seq.*)

31. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

32. During the applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

33. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current and former employees, to bring a representative civil action to recover civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

34. Plaintiff, a former employee against whom Defendants committed one or more of the alleged Labor Code violations during the applicable limitations period, is an aggrieved employee within the meaning of Labor Code § 2699(c).

35. Plaintiff has complied with the procedures for bringing suit specified in Labor Code § 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to investigate.

36. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil

1 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
2 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 3 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
4 and 2802, one hundred dollars (\$100) for each employee per pay period for
5 each initial violation and two hundred dollars (\$200) for each employee per
6 pay period for each subsequent violation (penalties set by Labor Code §
7 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
9 thirty (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional,
12 two hundred dollars (\$200) for each employee, plus 25% of the amount
13 unlawfully withheld from each employee, for each initial violation that was
14 either willful or intentional, and two hundred dollars (\$200) for each
15 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
16 from each employee, for each subsequent violation, regardless of whether the
17 subsequent violation was either willful or intentional (penalties set by Labor
18 Code § 210);
- 19 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
20 employee for each initial violation that was neither willful nor intentional,
21 two hundred dollars (\$200) for each employee, plus twenty-five percent
22 (25%) of the amount unlawfully withheld from each employee, for each
23 initial violation that was either willful or intentional, and two hundred dollars
24 (\$200) for each employee, plus twenty-five percent (25%) of the amount
25 unlawfully withheld from each employee, for each subsequent violation,
26 regardless of whether the subsequent violation was either willful or
27 intentional (penalties set by Labor Code § 225.5);
- 28 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial

1 citation, two hundred and fifty dollars (\$250) for each employee for each
2 violation. Alternatively, if an initial citation or its equivalent occurred before
3 the filing of this action, one thousand dollars (\$1,000) for each employee for
4 each violation (penalties set by Labor Code § 226.3);

5 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
6 employee for each initial pay period for which the employee was underpaid,
7 and one hundred dollars (\$100) for each employee for each subsequent pay
8 period for which the employee was underpaid (penalties set by Labor Code §
9 558);

10 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
11 aggrieved employee for each initial violation of Labor Code § 1197 that was
12 intentional and two hundred and fifty dollars (\$250) for each aggrieved
13 employee per pay period for each subsequent violation of Labor Code §
14 1197, regardless of whether the initial violation was intentional (penalties set
15 by Labor Code § 1197.1);

16 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
17 attorneys' fees and costs in connection with Plaintiff's claims for civil
18 penalties.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of himself, all other aggrieved employees, and the
3 general public, prays for relief and judgment against Defendants as follows:

- 4 (1) Declaratory relief;
5 (2) Pre-judgment interest;
6 (3) Civil penalties;
7 (4) Costs of suit;
8 (5) Reasonable attorneys' fees; and
9 (6) Such other relief as the Court deems just and proper.

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11 Dated: June 30, 2026

SETAREH LAW GROUP

12
13 /s/ Shaun Setareh

14 SHAUN SETAREH
15 BRADLEY FAGNANI
16 VICTORIA MAS
Attorneys for Plaintiff
ISAAC MEJIA