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SUMMONS ISSUED

8 Per local Rule, This case is assigned to
9 Judge Campins, Julia, for all purposes.

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF CONTRA COSTA

12 UNLIMITED JURISDICTION

13 CHANEL BROOME, on behalf of herself and
14 all other aggrieved employees, and the general
public,

15 *Plaintiff,*

16 v.

17 BAJA CONSTRUCTION CO., INC., a
18 California Corporation; and DOES 1 through
50, inclusive,

19 *Defendants.*

Case No. C26-02224

REPRESENTATIVE ACTION

COMPLAINT

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

1 Plaintiff CHANEL BROOME (“Plaintiff”), on behalf of herself 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 BAJA
5 CONSTRUCTION CO., INC., a California Corporation; and DOES 1 through 50, inclusive,
6 (collectively referred to as “Defendants”) for alleged violations of the Labor Code. As set forth
7 below, Plaintiff 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 premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them double time wages at the correct rate;
- 17 (8) failed to pay them overtime and/or double time wages by failing to include all
18 applicable remuneration in calculating the regular rate of pay;
- 19 (9) failed to pay them for all vested vacation pay;
- 20 (10) failed to reimburse them for all necessary business expenses;
- 21 (11) failed to provide them with accurate written wage statements; and
- 22 (12) failed to pay them all of their final wages following separation of employment.

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

26 **JURISDICTION AND VENUE**

27 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
28 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants

exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

3. Venue is proper in COUNTY of CONTRA COSTA pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

PARTIES

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

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant BAJA CONSTRUCTION CO., INC. is, and at all relevant times mentioned herein, a California Corporation doing business in the State of California.

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

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

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

8. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately October 2024 through October 2025.

Off-the-Clock Work

9. Plaintiff and the aggrieved employees were not paid all wages earned as Defendants directed, permitted, or otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

10. Throughout all relevant times, Plaintiff and the aggrieved employees regularly performed work before the start of their scheduled shifts without compensation. Defendants required or expected Plaintiff and the aggrieved employees to complete work-related duties before the beginning of their scheduled workday, including preparing for the day's operations and performing other tasks necessary for Defendants' business, yet failed to compensate them for this time.

11. Plaintiff and the aggrieved employees also regularly performed work after the end of their scheduled shifts without compensation. For example, Plaintiff was required to process checks at the end of the workday so Defendants could determine the day's accounts receivable before leaving the premises. Plaintiff and the aggrieved employees were likewise required to complete paperwork, administrative duties, cleaning, and other work-related tasks after the conclusion of their scheduled shifts without being paid for all time worked.

12. Defendants failed to maintain an accurate system for recording all hours worked by Plaintiff and the aggrieved employees and instead compensated Plaintiff and the aggrieved employees based on scheduled hours or otherwise failed to record all compensable work performed.

13. Defendants knew or reasonably should have known that Plaintiff and the aggrieved employees were performing work before and after their scheduled shifts because such work was necessary to complete their assigned duties, was performed for Defendants' benefit, and was directed, permitted, or suffered by Defendants.

14. Defendants maintained and enforced policies, practices, and customs that required, encouraged, or permitted Plaintiff and the aggrieved employees to perform off-the-clock work without compensation and failed to exercise reasonable diligence to ensure that all hours worked were accurately recorded and paid.

15. Defendants were aware of this practice and directed, permitted, or otherwise

1 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

2 16. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
3 employees were not paid for all hours worked.

4 **Missed Meal Periods and Auto-Deduct**

5 17. During their employment with Defendants, Plaintiff and the aggrieved employees
6 regularly worked shifts of eight to twelve hours per day, without being afforded a meal break
7 during the first five hours, and/or a second meal break after ten hours, as required by California
8 law. Defendants had a policy of automatically deducting thirty minutes from Plaintiff's and the
9 aggrieved employees' paychecks, regardless of whether Plaintiff and the aggrieved employees
10 received a meal period or not.

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

18 19. As a result of Defendants' policy, Plaintiffs and the aggrieved employees were
19 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
20 (5) hours worked due to complying with Defendants' productivity requirements that required
21 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
22 assignments on time.

23 **Missed Rest Periods**

24 20. Plaintiff and the aggrieved employees were not provided with rest periods of at least
25 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
26 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
27 understaffing each work shift with not enough workers; (3) imposing so much work on each
28 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.

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

Vacation Pay

22. Plaintiff and the aggrieved employees accrued vacation wages during their employment with Defendants.

23. Vacation wages are considered a form of wages under Labor Code § 200. Vested vacation pays and other similar forms of paid time off earned based on labor performed are considered wages that cannot be subject to forfeiture without compensation for forfeited days at the applicable rates required by law.

24. At all relevant times, Defendants maintained policies that provide for the unlawful forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-Up Co.*, (1982) 31 Cal. 3d 774.

25. Plaintiff and the aggrieved employees are entitled to vacation accrued during their employment with Defendants. Upon termination, Plaintiff and the aggrieved employees were not paid all accrued vacation pay.

Expense Reimbursement

26. Plaintiff and the aggrieved employees were required to use their personal cellphones to perform work-related duties, including, but not limited to, communicating with customers, supervisors, management, and coworkers, and otherwise conducting Defendants' business.

27. Defendants did not reimburse Plaintiff and the aggrieved employees for the necessary business expenses they incurred in using and maintaining their personal cellphones, including cellular service and related costs.

28. In addition, Plaintiff and the aggrieved employees were not paid at least two times the minimum wage for all hours worked.

29. Defendants failed to reimburse Plaintiff and the aggrieved employees for such necessary business expenses incurred by them.

Wage Statements

30. Plaintiff and the aggrieved employees were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

31. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

32. 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.

33. Defendants failed to comply with Labor Code section 226(a)(4) as “all deductions” were not accurately reflected in that deductions, even “aggregated and shown as one item,” were not included.

34. 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.

35. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive dates of the period for which the employee is paid” were not included.

36. 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.*)

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

38. 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.

39. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself 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.

40. 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).

41. 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.

42. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for each initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation (penalties set by Labor Code § 2699(f)(2));
- ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld

1 from each employee, for each subsequent violation, regardless of whether the
2 subsequent violation was either willful or intentional (penalties set by Labor
3 Code § 210);

4 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
5 employee for each initial violation that was neither willful nor intentional,
6 two hundred dollars (\$200) for each employee, plus twenty-five percent
7 (25%) of the amount unlawfully withheld from each employee, for each
8 initial violation that was either willful or intentional, and two hundred dollars
9 (\$200) for each employee, plus twenty-five percent (25%) of the amount
10 unlawfully withheld from each employee, for each subsequent violation,
11 regardless of whether the subsequent violation was either willful or
12 intentional (penalties set by Labor Code § 225.5);

13 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
14 citation, two hundred and fifty dollars (\$250) for each employee for each
15 violation. Alternatively, if an initial citation or its equivalent occurred before
16 the filing of this action, one thousand dollars (\$1,000) for each employee for
17 each violation (penalties set by Labor Code § 226.3);

18 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
19 employee for each initial pay period for which the employee was underpaid,
20 and one hundred dollars (\$100) for each employee for each subsequent pay
21 period for which the employee was underpaid (penalties set by Labor Code §
22 558);

23 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
24 aggrieved employee for each initial violation of Labor Code § 1197 that was
25 intentional and two hundred and fifty dollars (\$250) for each aggrieved
26 employee per pay period for each subsequent violation of Labor Code §
27 1197, regardless of whether the initial violation was intentional (penalties set
28 by Labor Code § 1197.1);

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

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

Dated: June 26, 2026

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/s/ Shaun Setareh

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