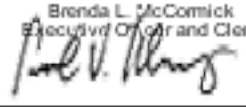


ELECTRONICALLY FILED
Superior Court of California
County of Ventura

03/26/2025

Brenda L. McCormick
Executive Officer and Clerk

By:  Deputy Clerk

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6 on behalf of all others similarly situated

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF VENTURA**

10 ISIDRO ROMERO, an individual and on
11 behalf of all others similarly situated,
12 Plaintiff,

13 v.

14
15 HMM CONSTRUCTION, INC., a California
16 corporation; and DOES 1 through 100,
inclusive,

17 Defendants.
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CASE NO.: 2025CUOE041263

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. PAGA; and
11. UNFAIR COMPETITION.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff ISIDRO ROMERO, on behalf of Plaintiff and all others similarly situated, alleges as
2 follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against HMM
6 Construction, Inc., and any of its respective subsidiaries or affiliated companies within the State of
7 California (“HMM Construction” and collectively, with DOES 1 through 100, as further defined
8 below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
9 employees employed by or formerly employed by Defendants (“Class Members”).

10 **PARTIES**

11 **A. Plaintiff**

12 2. Plaintiff ISIDRO ROMERO is a resident of the State of California. At all relevant
13 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
14 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, structural
15 design including working with architects and engineers to form digital blueprints for buildings.
16 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff ISIDRO ROMERO worked
17 for Defendants from approximately October 2024 through approximately December 3, 2024.

18 **B. Defendants**

19 3. Plaintiff is informed and believes and based thereon alleges that Defendant HMM
20 Construction, Inc. is, and at all times relevant hereto was, a corporation organized and existing under
21 and by virtue of the laws of the State of California and doing business in the County of Ventura, State
22 of California.

23 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
24 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
25 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
26 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
27 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
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1 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
2 defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed
3 and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this
4 action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all
5 respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.
6 Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include HMM
7 Construction and any of their parent, subsidiary, or affiliated companies within the State of California,
8 as well as DOES 1 through 100 identified herein.

9 **JOINT LIABILITY ALLEGATIONS**

10 5. Plaintiff is informed and believes and based thereon alleges that all the times
11 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
12 representative, joint venture or co-conspirator of each of the other defendants, either actually or
13 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
14 employment, joint venture, and conspiracy.

15 6. All of the acts and conduct described herein of each and every corporate defendant was
16 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
17 and the officers and management-level employees of said corporate employers. In addition thereto,
18 said corporate employers participated in the aforementioned acts and conduct of their said employees,
19 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
20 of said corporate employees, agents, and representatives, the defendant corporation respectively and
21 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
22 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
23 agents and representatives.

24 7. Plaintiff is further informed and believes and based thereon alleges that DOES 51
25 through 100 violated, or caused to be violated, the above-referenced and below-referenced Labor
26 Code provisions in violation of Labor Code section 558.1.

27 8. Plaintiff is informed and believes, and based thereon allege, that there exists such a
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1 unity of interest and ownership between Defendants, and each of them, that their individuality and
2 separateness have ceased to exist.

3 9. Plaintiff is informed and believes, and based thereon alleges that despite the formation
4 of the purported corporate existence of HMM Construction and DOES 1 through 50, inclusive (the
5 “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through 100
6 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

7 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
8 Defendants who personally committed the wrongful and illegal acts and violated the
9 laws as set forth in this Complaint, and who has hidden and currently hide behind the
10 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
11 other wrongful or inequitable purpose;

12 B. The Individual Defendants derive actual and significant monetary benefits by and
13 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
14 Defendants as the funding source for the Individual Defendants’ own personal
15 expenditures;

16 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
17 and the Alter Ego Defendants, while really one and the same, were segregated to appear
18 as though separate and distinct for purposes of perpetrating a fraud, circumventing a
19 statute, or accomplishing some other wrongful or inequitable purpose;

20 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
21 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
22 mentioned herein were, so mixed and intermingled that the same cannot reasonably be
23 segregated, and the same are inextricable confusion. The Alter Ego Defendants are,
24 and at all relevant times mentioned herein were, used by the Individual Defendants as
25 mere shells and conduits for the conduct of certain of their, and each of their
26 affairs. The Alter Ego Defendants are, and at all relevant times mentioned herein were,
27 the alter egos of the Individual Defendants;

1 E. The recognition of the separate existence of the Individual Defendants and the Alter
2 Ego Defendants would promote injustice insofar that it would permit defendants to
3 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
4 Code, and other statutory violations. The corporate existence of these defendants
5 should thus be disregarded in equity and for the ends of justice because such disregard
6 is necessary to avoid fraud and injustice to Plaintiff herein;

7 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
8 Defendants (and vice versa), and the fiction of their separate corporate existence must
9 be disregarded;

10 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
11 thereon alleges that Defendants, and each of them, are joint employers.

12 **JURISDICTION**

13 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
14 Civil Procedure section 410.10.

15 12. Venue is proper in Ventura County, California pursuant to Code of Civil Procedure
16 sections 392, et seq. because, among other things, Ventura County is where the causes of action
17 complained of herein arose; the county in which performance of the employment contract, or part of
18 it, between Plaintiff and Defendants was due to be performed; the county in which the employment
19 contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in
20 which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
21 effect on Plaintiff and Class Members in Ventura County, and because Defendants employ numerous
22 Class Members in Ventura County.

23 **FACTUAL BACKGROUND**

24 13. For at least four (4) years prior to the filing of this action and continuing to the present,
25 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
26 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
27 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
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1 consecutive work days in a work week without being properly compensated for hours worked in
2 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
3 worked on the seventh consecutive work day in a work week by, among other things, failing to
4 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;
5 engaging, suffering, or permitting employees to work off the clock, including, without limitation, by
6 requiring Plaintiff and Class Members: to come early to work and leave late work without being able
7 to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to
8 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for
9 meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or
10 safety equipment off the clock, to attend company meetings off the clock, to make phone calls off the
11 clock, to drive off the clock, and/or go through security screenings and/or temperature checks off the
12 clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive
13 pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular
14 rate of pay for the pay periods where overtime was worked and the additional compensation was
15 earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time
16 entries, editing and/or manipulation of time entries; to the detriment of Plaintiff and Class Members.

17 14. For at least four (4) years prior to the filing of this Action and continuing to the present,
18 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
19 them, in violation of California state wage and hour laws as a result of, among other things, at times,
20 failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is
21 above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
22 including, without limitation, by requiring Plaintiff and Class Members: to come early to work and
23 leave late work without being able to clock in for all that time, to suffer under Defendants' control
24 due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks
25 after clocking out, to clock out for meal periods and continue working, to clock out for rest periods,
26 to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
27 clock, to make phone calls off the clock; to drive off the clock; detrimental rounding of employee time
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1 entries; editing and/or manipulation of time entries to show less hours than actually worked; failing
2 to pay split shift premiums; and failing to pay reporting time pay, to the detriment of Plaintiff and
3 Class Members.

4 15. For at least four (4) years prior to the filing of this Action and continuing to the present,
5 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
6 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
7 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
8 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
9 unprovided meal periods as required by California wage and hour laws.

10 16. For at least four (4) years prior to the filing of this action and continuing to the present,
11 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or some of
12 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
13 thereof and failed to provide compensation for such unprovided rest periods as required by California
14 wage and hour laws.

15 17. For at least three (3) years prior to the filing of this action and continuing to the present,
16 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
17 of their wages owed to them upon termination and/or resignation as required by Labor Code sections
18 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages,
19 premium wages, and vacation pay pursuant to Labor Code section 227.3.

20 18. For at least one (1) year prior to the filing of this Action and continuing to the present,
21 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
22 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
23 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
24 hours worked at each hourly rate; the name and address of the legal entity that is the employer; the
25 name and address of the entity securing the services of the farm labor contractor who employed
26 Plaintiff and Class Members; and other such information as required by Labor Code section 226,
27 subdivision (a). As a result thereof, Defendants have further failed to furnish employees with an
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1 accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

2 19. For at least one (1) year prior to the filing of this action and continuing to the present,
3 Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount
4 of their wages for labor performed in a timely fashion as required under Labor Code section 204.

5 20. For at least three (3) years prior to the filing of this action and continuing to the present,
6 Defendants have, at times, failed to indemnify Class Members, or some of them, for the costs incurred
7 in mileage and/or gas costs incurred in driving personal vehicles for work-related purposes; using
8 cellular phones for work-related purposes; and purchasing tools necessary to perform work duties.

9 21. For at least four (4) years prior to the filing of this action and continuing to the present,
10 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
11 employees or former employees within the State of California with compensation at their final rate of
12 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

13 22. For at least four (4) years prior to the filing of this action and continuing to the present,
14 Defendants have had a consistent policy of failing to provide Plaintiffs and similarly situated
15 employees or former employees within the State of California with the rights provided to them under
16 the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

17 23. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
18 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
19 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
20 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
21 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
22 penalties, requiring an agreement in writing to terms and/or conditions which Defendants know is
23 prohibited by law; failure to indemnify work-related expenses, failing to pay vested vacation time at
24 the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees and
25 costs.

26 24. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
27 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
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1 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
2 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
3 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
4 of amounts owed.

5 **CLASS ACTION ALLEGATIONS**

6 25. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
7 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
8 former non-exempt employees of Defendants within the State of California at any time commencing
9 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
10 action is provided to the class (collectively referred to as "Class Members").

11 26. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
12 to amend or modify the class description with greater specificity, further divide the defined class into
13 subclasses, and to further specify or limit the issues for which certification is sought.

14 27. This action has been brought and may properly be maintained as a class action under
15 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
16 interest in the litigation and the proposed Class is easily ascertainable.

17 **A. Numerosity**

18 28. The potential Class Members as defined are so numerous that joinder of all the
19 members of the Class is impracticable. While the precise number of Class Members has not been
20 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
21 employed by Defendants within the State of California.

22 29. Accounting for employee turnover during the relevant periods necessarily increases
23 this number. Plaintiff alleges Defendants' employment records would provide information as to the
24 number and location of all Class Members. Joinder of all members of the proposed Class is not
25 practicable.

26 **B. Commonality**

27 30. There are questions of law and fact common to Class Members. These common
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1 questions include, but are not limited to:

- 2 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
3 worked at a proper overtime rate of pay?
- 4 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
5 all other time worked at the employee's regular rate of pay and a rate of pay that is
6 greater than the applicable minimum wage?
- 7 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
8 Members to take compliant meal periods?
- 9 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
10 with additional wages for missed or interrupted meal periods?
- 11 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
12 Members to take compliant rest periods?
- 13 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
14 with additional wages for missed rest periods?
- 15 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
16 Members upon termination or resignation all wages earned?
- 17 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
18 section 203?
- 19 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
20 Class Members with accurate wage statements?
- 21 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
22 Code section 204?
- 23 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
24 losses incurred in direct consequence of the discharge of their duties or by obedience
25 to the directions of Defendants as required under Labor Code section 2802?
- 26 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
27 with compensation at their final rate of pay for vested paid vacation time?
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1 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
2 section 17200, *et seq.*, by their unlawful practices as alleged herein?

3 N. Are Class Members entitled to restitution of wages under Business and Professions
4 Code section 17203?

5 O. Are Class Members entitled to costs and attorneys' fees?

6 P. Are Class Members entitled to interest?

7 **C. Typicality**

8 31. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
9 by any Class Members, and the relief sought is typical of the relief which would be sought by each
10 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
11 arising out of and caused by Defendants' common course of conduct in violation of laws and
12 regulations that have the force and effect of law and statutes as alleged herein.

13 **D. Adequacy of Representation**

14 32. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
15 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
16 actions.

17 **E. Superiority of Class Action**

18 33. A class action is superior to other available means for the fair and efficient adjudication
19 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
20 and fact common to Class Members predominate over any questions affecting only individual Class
21 Members. Class Members, as further described therein, have been damaged and are entitled to
22 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
23 Labor Code at times, as set out herein.

24 34. Class action treatment will allow Class Members to litigate their claims in a manner
25 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
26 any difficulties that are likely to be encountered in the management of this action that would preclude
27 its maintenance as a class action.
28

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 35. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 36. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 37. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
11 the rate of no less than one and one-half times the regular rate of pay for an employee.”

12 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
13 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
14 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
15 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

16 39. Four (4) years prior to the filing of the Complaint in this Action through the present,
17 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
18 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
19 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
20 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
21 actually worked at the proper overtime rate of pay ; engaging, suffering, or permitting employees to
22 work off the clock, including, without limitation, by requiring Plaintiff and Class Members: to come
23 early to work and leave late work without being able to clock in for all that time, to complete pre-shift
24 tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and
25 continue working, to clock out for rest periods, to attend company meetings off the clock, to make
26 phone calls off the clock, to drive off the clock, failing to include all forms of remuneration, including
27 non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other
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1 forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and
2 the additional compensation was earned for the purpose of calculating the overtime rate of pay;
3 detrimental rounding of employee time entries, editing and/or manipulation of time entries, to the
4 detriment of Plaintiff and Class Members.

5 40. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
6 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
7 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
8 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
9 applicable IWC Wage Orders, and California law.

10 41. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
11 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
12 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
13 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

14 **SECOND CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages – Against All Defendants)**

16 42. Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 43. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

20 44. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
21 Members were entitled to receive minimum wages for all hours worked or otherwise under
22 Defendants' control.

23 45. For four (4) years prior to the filing of the Complaint in this Action through the present,
24 Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular
25 rate of pay that is above the minimum wage; engaged, suffered, or permitted employees to work off
26 the clock, including, without limitation, by requiring Plaintiff and Class Members: to come early to
27 work and leave late work without being able to clock in for all that time, to suffer under Defendants'

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1 control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift
2 tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest
3 periods, to attend company meetings off the clock, to make phone calls off the clock; to drive off the
4 clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to
5 show less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting
6 time pay, to the detriment of Plaintiff and Class Members.

7 46. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
9 all hours worked or otherwise due.

10 47. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
11 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
12 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
13 reasonable attorneys' fees and costs of suit.

14 **THIRD CAUSE OF ACTION**

15 **(Failure to Provide Meal Periods – Against All Defendants)**

16 48. Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 49. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

20 50. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
21 employ an employee for a work period of more than five (5) hours without a timely meal break of not
22 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
23 no employer shall employ an employee for a work period of more than ten (10) hours per day without
24 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
25 the employee is relieved of all of his or her duties.

26 51. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
27 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
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1 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
2 compensation for each workday that the meal period is not provided.

3 52. For four (4) years prior to the filing of the Complaint in this Action through the present,
4 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
5 uninterrupted meal periods every five hours of work without waiving the right to take them, as
6 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
7 Member's regular rate of compensation on the occasions that Class Members were not provided
8 compliant meal periods.

9 53. By their failure to provide Plaintiff and Class Members compliant meal periods as
10 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
11 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
12 violated the provisions of Labor Code section 512 and applicable Wage Orders.

13 54. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
15 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

16 55. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
17 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
18 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
19 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

20 **FOURTH CAUSE OF ACTION**

21 **(Failure to Provide Rest Periods – Against All Defendants)**

22 56. Plaintiff realleges and incorporates by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 57. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by applicable Wage Orders.

26 58. California law and applicable Wage Orders require that employers "authorize and
27 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
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1 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
2 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
3 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
4 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
5 minutes of paid rest period.

6 59. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
7 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
8 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
9 regular rate of compensation for each work day that the rest period is not provided.

10 60. For four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
12 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
13 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member’s
14 regular rate of compensation on the occasions that Class Members were not authorized or permitted
15 to take compliant rest periods.

16 61. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
17 rest periods contemplated by California law, and one (1) additional hour of pay at the employee’s
18 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
19 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

20 62. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
22 for rest periods that they were not authorized or permitted to take.

23 63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
24 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
25 and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7, Code of
26 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 64. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 65. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 66. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
11 immediately upon termination. Class Members who resigned were entitled to payment of all wages
12 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
13 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
14 time of resignation.

15 67. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
16 before the filing of the Complaint in this Action through the present, Defendants, due to the failure,
17 at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
18 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

19 68. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
20 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
21 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
22 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
23 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
24 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
25 resignation.

26 69. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
27 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
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1 resignation, until paid, up to a maximum of thirty (30) days.

2 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
4 prior to termination or resignation.

5 71. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

10 72. Plaintiff realleges and incorporates by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

12 73. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

14 74. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
15 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
16 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
18 of hours worked at each hourly rate; and the name and address of the legal entity that is the employer;
19 and the name and address of the entity securing the services of the farm labor contractor who employed
20 Plaintiff and Class Members, among other things.

21 75. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
22 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
23 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
24 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
25 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
27 at each hourly rate; and the name and address of the legal entity that is the employer; and the name
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1 and address of the entity securing the services of the farm labor contractor who employed Plaintiff
2 and Class Members, among other things.

3 76. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
4 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
5 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
6 statements that Defendants knew were not accurate.

7 77. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered injury. The absence of accurate information on Class Members' wage statements at times
9 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
10 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
11 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
12 wages and amounts deducted from wages to state and federal governmental agencies, among other
13 things.

14 78. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
15 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
16 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
17 period, not to exceed an aggregate \$4,000.00 per employee.

18 79. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
19 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
20 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
21 and costs of suit.

22 **SEVENTH CAUSE OF ACTION**

23 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

24 80. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
25 incorporate each by reference as though fully set forth hereat.

26 81. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.
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82. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

83. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

84. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with Labor Code section 204.

85. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

86. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

87. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

1 88. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

3 89. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
4 his or her employee for all necessary expenditures or losses incurred by the employee in direct
5 consequence of the discharge of his or her duties . . .”

6 90. For three (3) years prior to the filing of the Complaint in this Action through the
7 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
8 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
9 obedience to the directions of Defendants that included, without limitation, mileage and/or gas costs
10 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related
11 purposes; and purchasing tools necessary to perform work duties.

12 91. During that time period, Plaintiff is informed and believes, and based thereon alleges
13 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
14 Members for those losses and/or expenditures.

15 92. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
16 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
17 described losses and/or expenditures.

18 93. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
19 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
20 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

21 **NINTH CAUSE OF ACTION**

22 **(Violation of Labor Code § 227.3 – Against All Defendants)**

23 94. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
24 preceding paragraphs of this Complaint as though fully set forth hereon.

25 95. According to Labor Code section 227.3, whenever a contract of employment or
26 employer policy provides for paid vacations, and an employee is terminated without having taken off
27 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
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1 accordance with such contract of employment or employer policy respecting eligibility or time served.

2 96. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
3 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
4 that Plaintiff's employment contract with Defendants included paid vacations.

5 97. For at least four (4) years prior to the filing of this action and continuing to the present,
6 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
7 employees or former employees within the State of California with compensation at their final rate of
8 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

9 98. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
10 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
11 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
12 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
13 Class Members, on the one hand, and Defendants, on the other hand.

14 99. As a further proximate result of Defendants' above-described acts and/or omissions,
15 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
16 prejudgment interest.

17 **TENTH CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 2698, 2699; Private Attorneys General Act ("PAGA")**
19 **– Against All Defendants)**

20 100. Plaintiff repeats and incorporates by reference every allegation in this complaint as if
21 fully set forth herein.

22 101. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code
23 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general,
24 on behalf of herself and other current or former employees to recover penalties for an employer's
25 violations of the Labor Code and IWC Wage Orders.

26 102. Plaintiff, by nature of his employment with Defendants, is an aggrieved employee for
27 purposes of this Complaint with standing to bring an action under PAGA.

1 103. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this
2 representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’
3 violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174,
4 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys’ fees and costs.

5 104. Entitlement to Penalties. Under the California Private Attorneys General Act
6 (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as
7 a private attorney general, on behalf of herself and other current or former employees, against whom
8 a violation of the same provision(s) was committed, as well as the general public, to recover penalties
9 for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a
10 notice to the Labor and Workforce Development Agency in the amounts set forth in Labor Code
11 § 2698.

12 105. These penalties are in addition to any other relief available under the Labor Code and
13 are allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five
14 percent to the affected employees.

15 106. These penalties may be “stacked” separately for each of Defendants’ violations of the
16 Labor Code subject to the exceptions enumerated in Labor Code section 2698(i). *See, e.g., Hernandez*
17 *v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012);
18 *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal.
19 June 30, 2016); Labor Code § 2698(i).

20 107. Procedural Requirements Met. On December 5, 2024 Plaintiff electronically filed a
21 notice of claims with the LWDA and sent a copy to Defendants by certified mail. On February 8,
22 2025, the sixty-five-day notice period expired as to all defendants. Plaintiff did not receive notice
23 from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the
24 LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. Since
25 the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required
26 administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true
27 and correct copy of Plaintiff’s PAGA Notice is attached herein as **Exhibit A**.

28

1 **ELEVENTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 108. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 109. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
6 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
7 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
8 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
9 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
10 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
11 within the State of California with the rights provided to them under the Healthy Workplace Healthy
12 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
13 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
14 comparable companies doing business in the State of California that comply with their obligations to
15 compensate employees in accordance with the Labor Code.

16 110. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
17 Members have suffered injury in fact and lost money or property.

18 111. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members
19 are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and
20 requiring the establishment of appropriate and effective means to prevent further violations, as well
21 as restitution of all wages and other monies owed to them under the Labor Code, including interest
22 thereon, in which they had a property interest and which Defendants nevertheless failed to pay them
23 and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and
24 Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure
25 to comply with the Labor Code.

26 112. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
27 section 1032 and interest under Civil Code section 3287.

1 **DEMAND FOR JURY TRIAL**

2 113. Plaintiff demands a trial by jury on all causes of action contained herein.

3 **PRAYER**

4 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
5 against Defendants as follows:

- 6 A. An order certifying this case as a Class Action;
- 7 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
8 counsel as class counsel;
- 9 C. Damages for all wages earned and owed, including minimum and overtime wages
10 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
11 1194, 1197 and 1199 and 227.3;
- 12 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 13 E. Damages for unpaid premium wages from missed meal and rest periods under,
14 among other Labor Code sections, 512, 558.1 and 226.7;
- 15 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
16 (e) and 558.1;
- 17 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 18 H. Penalties to timely pay wages under Labor Code section 210;
- 19 I. Damages under Labor Code sections 2698, 2699, 2802 and 558.1;
- 20 K. Damages under the California Private Attorneys General Act ("PAGA");
- 21 L. Preliminary and permanent injunctions prohibiting Defendants from further violating
22 the California Labor Code and requiring the establishment of appropriate and
23 effective means to prevent future violations;
- 24 M. Restitution of wages and benefits due which were acquired by means of any unfair
25 business practice, according to proof;
- 26 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 27 O. For attorneys' fees in prosecuting this action;
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- P. For costs of suit incurred herein; and
- Q. For such other and further relief as the Court deems just and proper.

Dated: March 26, 2025

AKHAVAN & ASSOCIATES

BY: 
Bardia A. Akhavan, Esq.
Attorneys for Plaintiff ISIDRO ROMERO
and on behalf of all others similarly situated

EXHIBIT A



AKHAVAN
& ASSOCIATES
A PROFESSIONAL LAW CORPORATION

AKHAVAN & ASSOCIATES

15760 Ventura Boulevard, Suite #1720

Encino, California 91436

Tel: 855.463.4733

www.baalaw.com

December 5, 2024

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

HMM CONSTRUCTION, INC.

Hector Molina – Agent for Service of Process

3541 Old Conejo Road, Suite 112

Newbury Park, California 91320

Tracking: 9589 0710 5270 1140 8508 80

Re: Notice Letter of ISIDRO ROMERO on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employer: HMM CONSTRUCTION, INC.
3541 Old Conejo Road, Suite 112
Newbury Park, California 91320

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns ISIDRO ROMERO’S (“Employee”) employment with Employee’s employer: HMM Construction, Inc. Employee was employed as a non-exempt employee of HMM Construction, Inc. with duties that included, but were not limited to, tasks relating to carpenter work, amongst other tasks, from approximately October 2024 to December 2024. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of HMM Construction, Inc., and each of them, as well as their parents, subsidiaries and affiliates (hereinafter, collectively, “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without

paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without

limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and

premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become

due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable

cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

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California Labor and Workforce Development Agency
December 5, 2024
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Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Akhavan", with a large, stylized initial "B" and a cursive "Akhavan".

BARDIA A. AKHAVAN
Bardia@baalaw.com

cc: HMM CONSTRUCTION, INC. (via U.S. Certified Mail)