WorkRight Law, APC

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VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
https://dir.tfaforms.net/308

Re: *Franky Salerno v. Flatiron Dragados Constructors, Inc.*

Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee Franky Salerno ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq*. ("PAGA") against Flatiron Dragados Constructors, Inc., a Delaware corporation (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate certain facilities, including an office facility located at 14726 Ramona Avenue, Suite 300, Chino, California 91710. Defendants operate within the State of California, including in the County of San Bernardino, where Plaintiff worked at Defendants' Chino facility administering the I-105 Express Lane construction project. Defendants employed Plaintiff from approximately January 20, 2026 through March 31, 2026. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including all current and former employees whom Defendants required to complete onboarding activities through Defendants' New Hire Portal before their first day of paid work, regardless of how Defendants classified their positions.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 203, 226, 1174, 1194, 1194.2, and 1197, and applicable IWC Wage Orders.

Labor Code § 1194 authorizes an employee paid less than the legal minimum wage or overtime to recover the unpaid balance, interest, and reasonable attorneys' fees and costs, and § 1194.2 entitles an employee who proves a minimum-wage underpayment to liquidated damages equal to the unpaid minimum wages plus interest. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not

required to do so." See § 2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees for all hours worked.

Labor Code § 1197 prohibits an employer from paying any employee a wage less than the minimum fixed by the IWC.

During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees minimum wage for all hours worked. Specifically, Defendants required Plaintiff to perform mandatory onboarding work off the clock before Plaintiff's January 20, 2026 start date. On or about January 16, 2026, Defendants, through their representative [redacted] sent Plaintiff a written communication directing Plaintiff to log into Defendants' New Hire Portal in order to "update your information, review company documents, and complete relevant tasks prior to your start date." Before January 20, 2026, Plaintiff accessed Defendants' iCIMS New Hire Portal and completed a series of mandatory onboarding activities required by Defendants, including reviewing company documents, providing proof of prior education, and providing proof of past employment (collectively, the "Onboarding Activities"). Defendants directed the Onboarding Activities to Plaintiff only after Defendants had communicated a confirmed January 20, 2026 start date, and Defendants exercised direction, supervision, and control over the manner, means, platform, content, and timing of the Onboarding Activities. The time Plaintiff spent on the Onboarding Activities is hours worked. The Onboarding Activities did not test, verify, or qualify Plaintiff's eligibility for the position. They served Defendants' operational interests by orienting Plaintiff to Defendants' workplace rules, policies, and procedures and by administering Defendants' payroll and personnel systems. Plaintiff was a non-exempt employee while performing the Onboarding Activities, irrespective of any salaried-exempt classification Defendants later applied to Plaintiff's position. Defendants have never paid Plaintiff any wages for the Onboarding Activities. On information and belief, Defendants maintain a policy and practice of requiring other aggrieved employees to perform the same categories of onboarding activities through Defendants' New Hire Portal before their first day of paid work, and Defendants do not compensate them for that time.

Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code § 201, any wages of an employee who is discharged, the wages of the employee continue as a penalty from the due date at the same rate until paid or until an action is commenced, for up to thirty (30) days. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them at the time of discharge as required by Labor Code § 201, including the wages owed for the Onboarding Activities. On March 31, 2026, Defendants terminated Plaintiff's employment effective immediately, which was a discharge within the meaning of Labor Code § 201. Defendants did not pay Plaintiff the wages owed for the Onboarding Activities at that time or at any time thereafter. Defendants' failure was willful within the meaning of Labor Code § 203 because Defendants knew they had required Plaintiff to perform the Onboarding Activities and knew they had not paid Plaintiff for that work. On information and belief, Defendants likewise failed to pay other aggrieved employees, upon their discharge, the wages owed for the onboarding activities Defendants required of them.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants furnished Plaintiff and other aggrieved employees no itemized wage statement reflecting the hours worked, the wages earned, or the applicable hourly rates for the Onboarding Activities, and the wage statements Defendants did furnish did not reflect all hours worked and all wages earned. The wage statements the aggrieved employees received from Defendants were in violation of Labor Code § 226(a). These omissions prevented Plaintiff and other aggrieved employees from learning of Defendants' unlawful pay practices.

Defendants failed to keep accurate time and wage records as required by Labor Code § 1174(d), including failing to maintain records of the hours Plaintiff and other aggrieved employees spent performing the Onboarding Activities.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address above.

Very truly yours,



Ash Bhargava
Attorney for Plaintiff

cc: Flatiron Dragados Constructors, Inc.
385 Interlocken Crescent, Suite 900
Broomfield, Colorado 80021
Via Certified Mail