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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF CONTRA COSTA

NITIN SINGH, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

CONSOR PMCM, INC., a Corporation;
CONSOR HOLDINGS, LLC, a Limited
Liability Company; CONSOR ENGINEERS,
LLC, a Limited Liability Company; CONSOR
NORTH AMERICA, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. C26-00802

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 1198.5, 2802, California
Code of Regulations, Title 8, Section
11040, Subdivision 5(A)-(B), and the
applicable Wage Order(s).

1 Plaintiff Nitin Singh (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Consor PMCM, Inc., Consor
8 Holdings, LLC, Consor Engineers LLC and Consor North America, Inc. (referred to as
9 “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current and
10 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
11 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
12 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
13 underlying general and/or special damages for those violations, but simply the civil penalties
14 permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

25 **THE PARTIES**

26 5. Consor PMCM, Inc. ("DEFENDANT") is a corporation that at all relevant times
27 mentioned herein conducted and continues to conduct substantial business in California.
28

1 6. Conzor Holdings, LLC ("DEFENDANT") is a limited liability company that at
2 all relevant times mentioned herein conducted and continues to conduct substantial business in
3 California.

4 7. Conzor Engineers, LLC ("DEFENDANT") is a corporation that at all relevant
5 times mentioned herein conducted and continues to conduct substantial business in California.

6 8. Conzor North America, Inc. ("DEFENDANT") is a corporation that at all relevant
7 times mentioned herein conducted and continues to conduct substantial business in California.

8 9. The entities named in paragraphs 5-8 above (and any DOE entities later named)
9 are the joint employers of PLAINTIFF as evidenced by paycheck, standardized company
10 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
11 performs work for respectively and are therefore jointly responsible as employers for the
12 conduct alleged herein, and are therefore collectively referred to herein as ("DEFENDANT").

13 10. DEFENDANT owns and operates an infrastructure engineering construction
14 management firm in California.

15 11. PLAINTIFF was employed by DEFENDANT in California from May 9, 2025 to
16 October 31, 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
17 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
18 payment of minimum and overtime wages due for all time worked.

19 12. PLAINTIFF, and such persons that may be added from time to time who satisfy
20 the requirements and exhaust the administrative procedures under the Private Attorney General
21 Act, brings this Representative Action on behalf of the State of California with respect to all
22 individuals who are or previously were employed by Consor PMCM, Inc. and/or Consor
23 Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. in California,
24 including any employees staffed with Consor PMCM, Inc. and/or Consor Holdings, LLC and/or
25 Consor Engineers LLC and/or Consor North America, Inc. by a third party, and classified as
26 non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of December
27 23, 2024 until a date as determined by the Court (the "PAGA PERIOD").
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1 13. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
2 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
3 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
4 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title
6 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
7 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
8 within the meaning of Labor Code § 2699.

9 14. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
11 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
12 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
13 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
14 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
15 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
16 50, inclusive, are responsible in some manner for one or more of the events and happenings
17 that proximately caused the injuries and damages hereinafter alleged.

18 15. The agents, servants and/or employees of the Defendants and each of them
19 acting on behalf of the Defendants acted within the course and scope of his, her or its
20 authority as the agent, servant and/or employee of the Defendants, and personally
21 participated in the conduct alleged herein on behalf of the Defendants with respect to the
22 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
23 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
24 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
25 conduct of the Defendants' agents, servants and/or employees.

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THE CONDUCT

16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

17. As a result of their rigorous work schedules, PLAINTIFF and the AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and the AGGRIEVED EMPLOYEES were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in

1 which these employees were required by DEFENDANT to work ten (10) hours of work.
2 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
3 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
4 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANT's corporate policy and practice.

6 18. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
7 EMPLOYEES were also required from time to time to work in excess of four (4) hours
8 without being provided ten (10) minute rest periods. Further, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
10 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
11 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
12 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
13 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
14 also not provided with one hour wages in lieu thereof. Additionally, the applicable
15 California Wage Order requires employers to provide employees with off-duty rest periods,
16 which the California Supreme Court defined as time during which an employee is relieved
17 from all work related duties and free from employer control. In so doing, the Court held that
18 the requirement under California law that employers authorize and permit all employees to
19 take rest period means that employers must relieve employees of all duties and relinquish
20 control over how employees spend their time which includes control over the locations
21 where employees may take their rest period. Employers cannot impose controls that prohibit
22 an employee from taking a brief walk - five minutes out, five minutes back. Here,
23 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
24 unconstrained walks and is unlawful based on DEFENDANT's rule which states
25 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
26 their rest period.

27 19. During the PAGA PERIOD, DEFENDANT failed to accurately record and
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these

1 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
2 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
3 all time worked, meaning the time during which an employee was subject to the control of
4 an employer, including all the time the employee was permitted or suffered to permit this
5 work. DEFENDANT required these employees to work off the clock without paying them
6 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
7 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
8 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
9 EMPLOYEES forfeited time worked by working without their time being accurately
10 recorded and without compensation at the applicable minimum wage and overtime wage
11 rates. To the extent that the time worked off the clock does not qualify for overtime
12 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
13 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

14 20. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
15 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
16 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
17 provides that every employer shall furnish each of his or her employees with an accurate
18 itemized wage statement in writing showing, among other things, gross wages earned and all
19 applicable hourly rates in effect during the pay period and the corresponding amount of time
20 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
21 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
22 during the pay period and the total hours worked, and the applicable pay period in which the
23 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
24 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
25 identify such information. More specifically, the wage statements failed to identify the
26 accurate total hours worked each pay period. When the hours shown on the wage statements
27 were added up, they did not equal the actual total hours worked during the pay period in
28 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this

1 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
2 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
3 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
4 statements which violated Cal. Lab. Code § 226.

5 21. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
6 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
7 the wages are paid not more than seven (7) calendar days following the close of the payroll
8 period. Cal. Lab. Code § 210 provides:

9 in [I]n addition to, and entirely independent and apart from, any other penalty provided
10 this article, every person who fails to pay the wages of each employee as provided in
11 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
12 violation, one hundred dollars (\$100) for each failure to pay each employee; (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.

13 22. DEFENDANT from time to time failed to pay PLAINTIFF and the
14 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
15 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
16 wage payments.

17 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
18 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
19 penalties pursuant to Cal. Lab. Code Section 203.

20 24. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
21 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
22 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
23 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
24 2802, employers are required to indemnify employees for all expenses incurred in the course
25 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
26 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
27 employee in direct consequence of the discharge of his or her duties, or of his or her
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1 obedience to the directions of the employer, even though unlawful, unless the employee, at
2 the time of obeying the directions, believed them to be unlawful."

3 25. In the course of their employment PLAINTIFF and the AGGRIEVED
4 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
5 personal cellular phones as a result of and in furtherance of their job duties as employees for
6 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
7 associated with the use of their personal cellular phones for DEFENDANT's benefit.
8 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
9 DEFENDANT to use their personal cellular phones. As a result, in the course of their
10 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
11 incurred unreimbursed business expenses which included, but were not limited to, costs
12 related to the use of their personal cellular phones all on behalf of and for the benefit of
13 DEFENDANT.

14 26. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
15 terminated and DEFENDANT has not tendered payment of all wages owed as required by
16 law.

17 **JURISDICTION AND VENUE**

18 27. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10.

20 28. Venue is proper in this Court pursuant to California Code of Civil Procedure,
21 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
22 employs AGGRIEVED EMPLOYEES across California, including in this County, and
23 committed the wrongful conduct herein alleged in this County against AGGRIEVED
24 EMPLOYEES.

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1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698]**

4 **(By PLAINTIFF and Against All Defendants)**

5 29. PLAINTIFF realleges and incorporates by this reference, as though fully set
6 forth herein, the prior paragraphs of this Complaint.

7 30. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
9 the state's labor law enforcement agencies. An action to recover civil penalties under
10 PAGA is fundamentally a law enforcement action designed to protect the public and not to
11 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
12 but to create a means of "deputizing" citizens as private attorneys general to enforce the
13 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
14 public interest to allow aggrieved employees, acting as private attorneys general to recover
15 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
16 claims cannot be subject to arbitration.

17 31. PLAINTIFF, and such persons that may be added from time to time who
18 satisfy the requirements and exhaust the administrative procedures under the Private
19 Attorney General Act, brings this Representative Action on behalf of the State of California
20 with respect to all individuals who are or previously were employed by Consor PMCM, Inc.
21 and/or Consor Holdings, LLC and/or Consor Engineers LLC and/or Consor North America,
22 Inc. in California, including any employees staffed with Consor PMCM, Inc. and/or Consor
23 Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. by a third
24 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
25 time period of December 23, 2024 until a date as determined by the Court (the "PAGA
26 PERIOD").

27 32. On December 23, 2025, PLAINTIFF gave written notice by electronic mail to
28 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the

1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference
3 herein. On December 29, 2025, PLAINTIFF gave amended written notice by electronic mail
4 to the Labor and Workforce Development Agency (the "Agency") and by certified mail to
5 the employer of the specific provisions of this code alleged to have been violated as required
6 by Labor Code § 2699.3. See **Exhibit #2**, attached hereto and incorporated by this reference
7 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
8 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
9 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
10 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

11 33. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
13 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
14 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
15 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,
16 and (f) failed to provide wages when due, all in violation of the applicable Labor Code
17 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,
18 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title
19 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby
20 gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery
21 of only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
22 as the representative of the State of California for the illegal conduct perpetrated on other
23 AGGRIEVED EMPLOYEES.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 severally, as follows:

2 1. On behalf of the State of California and with respect to other AGGRIEVED
3 EMPLOYEES:

4 A) Recovery of civil penalties as prescribed by the Labor Code Private
5 Attorneys General Act of 2004; and,

6 B) An award of attorneys' fees and cost of suit, as allowable under the
7 law, including, but not limited to, pursuant to Labor Code §2699.

8 Dated: March 6, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
9

10 By: /s/ Norman Blumenthal
11 Norman B. Blumenthal
12 Kyle R. Nordrehaug
13 Nicholas J. De Blouw
14 *Attorneys for Plaintiff*
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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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1004

December 23, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Conсор Engineers, LLC
Certified Mail #9589071052700057730490
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER 1209
ORANGE ST.
WILMINGTON, DE 19801

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Nitin Singh (“Plaintiff”) and all other Aggrieved Employees of Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC in California, including any employees staffed with Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC by a third party, and classified as non-exempt employees during the time period of December 23, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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Specifically, Plaintiff was employed by Defendant as a construction inspector from May 9, 2025 to October 31, 2025 8653 at a site located on Calaveras Road, Sunol, CA 94586 and on various other job sites within an 80-90 mile radius. Plaintiff was responsible for performing inspections at five different job sites. At each site, Plaintiff performed his job duties consisting of construction work, field work, and performing inspections of the work done by workers. Plaintiff also prepared reports on he did and oversaw on the construction site for each inspection performed in a week. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was tasked with inspecting remediation work, overseeing any pipes removed from the ground, any rotary construction, and any waste water treatment that took place. Plaintiff also did construction work himself during these inspections. Plaintiff had to complete four inspections each day lasting three hours each. Because of how much Plaintiff had to do at each inspection, Plaintiff didn't have time to take meal or rest breaks. Plaintiff also had to travel to each job site and could not stop to take meal breaks because he needed to get to each site on time. This all led to Plaintiff being unable take rest breaks, and his meal breaks being late, missed, or interrupted multiple times every week. There were many instances where Plaintiff only had time to drink water. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from September 6, 2025 to September 19, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Further, as a result of Plaintiff's job duties, there were many instances where Plaintiff would continue working while he was supposed to be off the clock. On top of Plaintiff's job duties while physically at each job site, Plaintiff completed a report for each inspection he performed in a week. These reports had to be completed within the same day of the inspection. Plaintiff traveled to five different job sites per week and completed four inspections a day. Some reports took hours to draft. This led to Plaintiff working well into the night to complete his reports after a long day of inspections. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to travel to each job site with his personal vehicle. However, Plaintiff was not compensated for the gas expended to reach each job site during the work day.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 5, 2025. Defendant has not complied. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #2**.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1004**

**December 23, 2025
CA3806**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Conсор Holdings, LLC
Certified Mail #9589071052700057730483
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER 1209
ORANGE ST.
WILMINGTON, DE 19801**

**Re: Notice Of Violations Of California Labor Code Sections §§ 201,
202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1,
1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission
Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.**

Dear Sir/Madam:

**This letter serves as a written notice under California Labor Code Section 2699.3
on behalf of Nitin Singh (“Plaintiff”) and all other Aggrieved Employees of Conсор
PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC (“Defendant”).
“Aggrieved Employees” refers to all individuals who are or previously were employed
by Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC in
California, including any employees staffed with Conсор PMCM, Inc. and/or Conсор
Holdings, LLC and/or Conсор Engineers LLC by a third party, and classified as non-
exempt employees during the time period of December 23, 2024 until a date as
determined by the Court (“PAGA Period”).**

**Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against
Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to
October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt
employee, paid on an hourly basis, and entitled to the legally required meal and rest
periods and payment of minimum and overtime wages due for all time worked.
Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved
Employees for, including but not limited to, all of their time worked, including minimum
and overtime wages at the correct rate, for all of their missed meal and rest breaks at the
correct regular rates, and for all of their time spent working off the clock as described
further below.**

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Specifically, Plaintiff was employed by Defendant as a construction inspector from May 9, 2025 to October 31, 2025 8653 at a site located on Calaveras Road, Sunol, CA 94586 and on various other job sites within an 80-90 mile radius. Plaintiff was responsible for performing inspections at five different job sites. At each site, Plaintiff performed his job duties consisting of construction work, field work, and performing inspections of the work done by workers. Plaintiff also prepared reports on he did and oversaw on the construction site for each inspection performed in a week. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was tasked with inspecting remediation work, overseeing any pipes removed from the ground, any rotary construction, and any waste water treatment that took place. Plaintiff also did construction work himself during these inspections. Plaintiff had to complete four inspections each day lasting three hours each. Because of how much Plaintiff had to do at each inspection, Plaintiff didn't have time to take meal or rest breaks. Plaintiff also had to travel to each job site and could not stop to take meal breaks because he needed to get to each site on time. This all led to Plaintiff being unable take rest breaks, and his meal breaks being late, missed, or interrupted multiple times every week. There were many instances where Plaintiff only had time to drink water. Even though Defendant was aware of these issues surrounding Plaintiff's inability to take the legally required meal and rest breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from September 6, 2025 to September 19, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to travel to each job site with his personal vehicle. However, Plaintiff was not compensated for the gas expended to reach each job site during the work day.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 5, 2025. Defendant has not complied. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #2**.

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If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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nick@bamlawca.com

WRITERS EXT:
1004

December 23, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Conzor PMCM, Inc.
Certified Mail #9589071052700057730476
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Nitin Singh (“Plaintiff”) and all other Aggrieved Employees of Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC in California, including any employees staffed with Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC by a third party, and classified as non-exempt employees during the time period of December 23, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1

CO. FILE DEPT. CLOCK VCHR. NO. 030
X5N 042306 001CPM 0000390110 2

Earnings Statement



CONSOR PMCM, INC
1663 MISSION ST # 425
SAN FRANCISCO, CA 94103

Period Beginning: 09/06/2025
Period Ending: 09/19/2025
Pay Date: 09/26/2025

Filing Status: [REDACTED]
Exemptions/Allowances:
Federal: [REDACTED]

NITIN SINGH

Social Security Number: [REDACTED]

Earnings	rate	salary/hours	this period	year to date
PTO Payout	78.0000	17.10	1,333.80	1,333.80
Regular				59,670.84
Overtime				2,164.50
GYM Reimb				99.65
Holiday				2,123.07
Paid Time Off				4,599.99
Phone Allwnce				253.90
Gross Pay			\$1,333.80	70,245.75

Other Benefits and Information

	this period	total to date
Group Term Life	0.00	74.79
401K Match	0.00	1,420.45

Important Notes

COMPANY PH#:+1 415 543 6515

BASIS OF PAY: SALARY

Deductions	Statutory		
	Social Security Tax	-82.69	4,329.39
	Medicare Tax	-19.34	1,012.52
	CA SDI Tax	-16.01	837.05
	Federal Income Tax		5,025.41
	CA State Income Tax		3,152.31
	Other		
	DENTAL		237.72
	401K		2,130.70
	Net Pay	\$1,215.76	
	CHECKING	-1,215.76	
	Net Check	\$0.00	

Additional Tax Withholding Information

Taxable Marital Status:

CA: [REDACTED]

Exemptions/Allowances:

CA: [REDACTED]

Your federal taxable wages this period are
\$1,333.80

© 2000 ADP, INC.

CONSOR PMCM, INC
1663 MISSION ST # 425
SAN FRANCISCO, CA 94103

Advice number: [REDACTED]
Pay date: 09/26/2025

Deposited to the account of	account number	transit	ABA	amount
NITIN SINGH	[REDACTED]	XXXX	XXXX	\$1,215.76

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT NO. 2

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

November 5, 2025

CA3806

VIA CERTIFIED MAIL

Conzor PMCM, Inc.
6505 Waterford District Drive, Suite 470
Miami, FL 33126
Certified Mail #9589 0710 5270 2856 2151 47

Re: **Employee Nitin Singh – Request for Employment Records**

Dear Human Resource Director:

Please be advised we have been retained by Nitin Singh to investigate employment law violations. Mr. Singh worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Singh during his tenure of employment with you. Additionally, we would like a copy of Mr. Singh's complete employment file, including all documents and arbitration agreements signed by Mr. Singh and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Nitin Singh in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Nitin R. Singh ("Client"), do hereby authorize Consor Engineers, LLC ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,



Nitin Singh Oct 3, 2025 10:34:41 PDT

Client

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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LA JOLLA, CALIFORNIA 92037**

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WRITERS E-MAIL:
nick@bamlawca.com

WRITERS EXT:
1004

December 29, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Conсор Engineers, LLC
Certified Mail #9589071052700057730537
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER 1209
ORANGE ST.
WILMINGTON, DE 19801

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1145750-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Nitin Singh (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC, and/or Conсор North America, Inc. (“Defendant”).

Plaintiff originally sent a PAGA Notice on December 23, 2025, which gave notice to the LWDA and Defendants to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et. seq.*

The Amended Notice is intended to amend Plaintiff’s original PAGA Notice to add defendant Conсор North America, Inc. and to fix an error in the address of one of the locations Plaintiff worked. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Nitin Singh (“Plaintiff”) and all other Aggrieved Employees of Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC, and/or Conсор North America, Inc. (“Defendant”).

“Aggrieved Employees” refers to all individuals who are or previously were employed by Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC and/or Conсор North America, Inc. in California, including any

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employees staffed with Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. by a third party, and classified as non-exempt employees during the time period of December 23, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a construction inspector from May 9, 2025 to October 31, 2025 at a site located on 8653 Calaveras Road, Sunol, CA 94586 and on various other job sites within an 80-90 mile radius. Plaintiff was responsible for performing inspections at five different job sites. At each site, Plaintiff performed his job duties consisting of construction work, field work, and performing inspections of the work done by workers. Plaintiff also prepared reports on he did and oversaw on the construction site for each inspection performed in a week. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

First, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of his strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Plaintiff was tasked with inspecting remediation work, overseeing any pipes removed from the ground, any rotary construction, and any waste water treatment that took place. Plaintiff also did construction work himself during these inspections. Plaintiff had to complete four inspections each day lasting three hours each. Because of how much Plaintiff had to do at each inspection, Plaintiff didn’t have time to take meal or rest breaks. Plaintiff also had to travel to each job site and could not stop to take meal breaks because he needed to get to each site on time. This all led to Plaintiff being unable take rest breaks, and his meal breaks being late, missed, or interrupted multiple times every week. There were many instances where Plaintiff only had time to drink water. Even though Defendant was aware of these issues surrounding Plaintiff’s inability to take the legally required meal and rest

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were many instances where Plaintiff would continue working while he was supposed to be off the clock. On top of Plaintiff's job duties while physically at each job site, Plaintiff completed a report for each inspection he performed in a week. These reports had to be completed within the same day of the inspection. Plaintiff traveled to five different job sites per week and completed four inspections a day. Some reports took hours to draft. This led to Plaintiff working well into the night to complete his reports after a long day of inspections. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to travel to each job site with his personal vehicle. However, Plaintiff was not compensated for the gas expended to reach each job site during the work day.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor

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Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 5, 2025. Defendant has not complied. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #2**.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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nick@bamlawca.com

WRITERS EXT:
1004

December 29, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Conzor Holdings, LLC
Certified Mail #9589071052700057730520
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER 1209
ORANGE ST.
WILMINGTON, DE 19801

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1145750-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Nitin Singh (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC, and/or Consor North America, Inc. (“Defendant”).

Plaintiff originally sent a PAGA Notice on December 23, 2025, which gave notice to the LWDA and Defendants to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et. seq.*

The Amended Notice is intended to amend Plaintiff’s original PAGA Notice to add defendant Consor North America, Inc. and to fix an error in the address of one of the locations Plaintiff worked. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Nitin Singh (“Plaintiff”) and all other Aggrieved Employees of Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC, and/or Consor North America, Inc. (“Defendant”).

“Aggrieved Employees” refers to all individuals who are or previously were employed by Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. in California, including any

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employees staffed with Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. by a third party, and classified as non-exempt employees during the time period of December 23, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff was employed by Defendant as a construction inspector from May 9, 2025 to October 31, 2025 at a site located on 8653 Calaveras Road, Sunol, CA 94586 and on various other job sites within an 80-90 mile radius. Plaintiff was responsible for performing inspections at five different job sites. At each site, Plaintiff performed his job duties consisting of construction work, field work, and performing inspections of the work done by workers. Plaintiff also prepared reports on he did and oversaw on the construction site for each inspection performed in a week. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

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Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

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Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to travel to each job site with his personal vehicle. However, Plaintiff was not compensated for the gas expended to reach each job site during the work day.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor

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This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

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Nicholas De Blouw, Esq.

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December 29, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Conсор North America, Inc.
Certified Mail #9589071052700057730506
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1145750-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Nitin Singh ("Plaintiff") and other Aggrieved Employees in a lawsuit against Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC, and/or Conсор North America, Inc. ("Defendant").

Plaintiff originally sent a PAGA Notice on December 23, 2025, which gave notice to the LWDA and Defendants to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et. seq.*

The Amended Notice is intended to amend Plaintiff's original PAGA Notice to add defendant Conсор North America, Inc. and to fix an error in the address of one of the locations Plaintiff worked. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Nitin Singh ("Plaintiff") and all other Aggrieved Employees of Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC, and/or Conсор North America, Inc. ("Defendant").

"Aggrieved Employees" refers to all individuals who are or previously were employed by Conсор PMCM, Inc. and/or Conсор Holdings, LLC and/or Conсор Engineers LLC and/or Conсор North America, Inc. in California, including any

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employees staffed with Consor PMCM, Inc. and/or Consor Holdings, LLC and/or Consor Engineers LLC and/or Consor North America, Inc. by a third party, and classified as non-exempt employees during the time period of December 23, 2024 until a date as determined by the Court (“PAGA Period”).

Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 9, 2025 to October 31, 2025. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

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If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

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Nicholas De Blouw, Esq.

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December 29, 2025
CA3806

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	Conсор PMCM, Inc. Certified Mail #9589071052700057730513 CT Corporation System AMANDA GARCIA 330 N BRAND BLVD, Suite 700 GLENDALE, CA 91203
---	--

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1145750-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

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breaks, Defendant chose to avoid paying the proper penalties to Plaintiff. Attached as **Exhibit #1** is the true and correct copy of Plaintiff's wage statement for the pay period from September 6, 2025 to September 19, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper overtime/minimum/and meal and rest break premium wages earned which the pay stubs did not. Defendant knowingly and intentionally failed to include all applicable rates and hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Further, as a result of Plaintiff's job duties, there were many instances where Plaintiff would continue working while he was supposed to be off the clock. On top of Plaintiff's job duties while physically at each job site, Plaintiff completed a report for each inspection he performed in a week. These reports had to be completed within the same day of the inspection. Plaintiff traveled to five different job sites per week and completed four inspections a day. Some reports took hours to draft. This led to Plaintiff working well into the night to complete his reports after a long day of inspections. However, Plaintiff was not compensated for this off the clock work. These actions above resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198. Further, in violation of Labor Code §§ 204 and 210, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Plaintiff was also not reimbursed for business related expenses that he incurred as a result of his job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff had to travel to each job site with his personal vehicle. However, Plaintiff was not compensated for the gas expended to reach each job site during the work day.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Finally, under 1198.5 of the California Labor Code Plaintiff has the right to inspect and receive copies of his personnel records relating to his performance and any grievances. Defendant is required to comply and respond within thirty (30) days of a written request for the employment file. Plaintiff sent via certified mail a written request for his employment file on November 5, 2025. Defendant has not complied. As a result, Plaintiff may now recover a penalty of seven hundred and fifty (\$750) from Defendant. A true and correct copy of the written request is attached hereto as **Exhibit #2**.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1

CO. FILE DEPT. CLOCK VCHR. NO. 030
X5N 042306 001CPM 0000390110 2

Earnings Statement



CONSOR PMCM, INC
1663 MISSION ST # 425
SAN FRANCISCO, CA 94103

Period Beginning: 09/06/2025
Period Ending: 09/19/2025
Pay Date: 09/26/2025

Filing Status: [REDACTED]
Exemptions/Allowances:
Federal: [REDACTED]

NITIN SINGH

Social Security Number: [REDACTED]

Earnings	rate	salary/hours	this period	year to date
PTO Payout	78.0000	17.10	1,333.80	1,333.80
Regular				59,670.84
Overtime				2,164.50
GYM Reimb				99.65
Holiday				2,123.07
Paid Time Off				4,599.99
Phone Allwnce				253.90
Gross Pay			\$1,333.80	70,245.75

Other Benefits and Information

	this period	total to date
Group Term Life	0.00	74.79
401K Match	0.00	1,420.45

Important Notes

COMPANY PH#:+1 415 543 6515

BASIS OF PAY: SALARY

Deductions	Statutory		year to date
	Social Security Tax	-82.69	4,329.39
	Medicare Tax	-19.34	1,012.52
	CA SDI Tax	-16.01	837.05
	Federal Income Tax		5,025.41
	CA State Income Tax		3,152.31
	Other		
	DENTAL		237.72
	401K		2,130.70
	Net Pay	\$1,215.76	
	CHECKING	-1,215.76	
	Net Check	\$0.00	

Additional Tax Withholding Information

Taxable Marital Status:

CA: [REDACTED]

Exemptions/Allowances:

CA: [REDACTED]

Your federal taxable wages this period are
\$1,333.80

© 2000 ADP, INC.

CONSOR PMCM, INC
1663 MISSION ST # 425
SAN FRANCISCO, CA 94103

Advice number: [REDACTED]
Pay date: 09/26/2025

Deposited to the account of	account number	transit	ABA	amount
NITIN SINGH	[REDACTED]	XXXX	XXXX	\$1,215.76

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT NO. 2

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

November 5, 2025

CA3806

VIA CERTIFIED MAIL

Conzor PMCM, Inc.
6505 Waterford District Drive, Suite 470
Miami, FL 33126
Certified Mail #9589 0710 5270 2856 2151 47

Re: Employee Nitin Singh – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Nitin Singh to investigate employment law violations. Mr. Singh worked for your company in California. Please direct all future communication regarding this matter to our office.

This letter is written to request copies of all paystubs issued to Mr. Singh during his tenure of employment with you. Additionally, we would like a copy of Mr. Singh's complete employment file, including all documents and arbitration agreements signed by Mr. Singh and all background check disclosure and authorization forms.

Under California Labor Code Section 1198.5, an employer is required to allow an employee to inspect and receive a copy of his or her personnel records which relate to the employee's performance or to any grievance concerning the employee. The failure of an employer to permit an employee to review his or her personnel file is a misdemeanor per Labor Code Section 1199. Labor Code Section 432 also entitles an employee to receive copies of any signed documents related to the obtaining or holding of employment.

Additionally, California Labor Code Section 226(b) requires employers to make payroll records available to employees upon reasonable request. Labor Code Section 226(c) further requires that the employer comply with the request for records as soon as practicable, but no later than thirty (30) calendar days from the date of request. Finally, Labor Code Section 226(f) entitles employees to recover civil penalties of \$750.00 against an employer who violates these requirements.

This request is made on behalf of Nitin Singh in accordance with California Labor Code §§ 226, 1198.5, as well as the applicable Industrial Welfare Commission Wage Order, § 7(c). Please provide the records within thirty (30) days from the date of this correspondence. We would be pleased to pay for any reasonable copy charges.

Respectfully,

/s/ Nicholas De Blouw

Nicholas J. De Blouw, Esq

AUTHORIZATION FOR RELEASE OF EMPLOYMENT RECORDS

I, Nitin R. Singh ("Client"), do hereby authorize Consor Engineers, LLC ("Employer"), to release my entire employment file, including all pay statements, time cards issued to me, arbitration agreements signed by me, background check disclosure and authorization forms signed by me, and all other documents signed by me from the date of my hire, to my attorneys at Blumenthal, Nordrehaug & Bhowmik located at 2255 Calle Clara, La Jolla, California 92037. Thank you.

Respectfully,



Nitin Singh Oct 3, 2025 10:34:41 PDT

Client