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Assigned for All Purposes:

Judge William D. Cluster

Dept. CX101

Attorneys for Plaintiff

(Additional Counsel Listed on Signature Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JORGE CAZARES RODRIGUEZ, on
behalf of the State of California, as a private
attorney general,

Plaintiff,

vs.

HV GLOBAL GROUP, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 30-2026-01544809-CU-OE-CXC

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

6 INTRODUCTION

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

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

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

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

24 THE PARTIES

25 5. HV Global Group, Inc. ("DEFENDANT") is a corporation that at all relevant
26 times mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT provides real estate services in California.

1 7. PLAINTIFF was employed by DEFENDANT in California from July of 2019 to
2 June of 2025. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
3 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
4 payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 (“AGGRIEVED EMPLOYEES”) during the time period of November 3, 2024 until a date as
11 determined by the Court (the "PAGA PERIOD").

12 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
13 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
15 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510,
16 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, California Code of Regulations, Title
17 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
18 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
19 within the meaning of Labor Code § 2699.

20 10. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27 50, inclusive, are responsible in some manner for one or more of the events and happenings
28 that proximately caused the injuries and damages hereinafter alleged.

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

THE CONDUCT

12. 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

1 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
2 records.

3 13. As a result of their rigorous work schedules, PLAINTIFF and the
4 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
5 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
6 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
7 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
8 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
9 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
10 which these employees were required by DEFENDANT to work ten (10) hours of work.
11 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
12 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
13 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
14 and in accordance with DEFENDANT's corporate policy and practice.

15 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
16 EMPLOYEES were also required from time to time to work in excess of four (4) hours
17 without being provided ten (10) minute rest periods. Further, these employees were denied
18 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
19 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
20 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
21 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
22 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were
23 also not provided with one hour wages in lieu thereof. Additionally, the applicable
24 California Wage Order requires employers to provide employees with off-duty rest periods,
25 which the California Supreme Court defined as time during which an employee is relieved
26 from all work related duties and free from employer control. In so doing, the Court held that
27 the requirement under California law that employers authorize and permit all employees to
28 take rest period means that employers must relieve employees of all duties and relinquish

1 control over how employees spend their time which includes control over the locations
2 where employees may take their rest period. Employers cannot impose controls that prohibit
3 an employee from taking a brief walk - five minutes out, five minutes back. Here,
4 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
5 unconstrained walks and is unlawful based on DEFENDANT's rule which states
6 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
7 their rest period.

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

23 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
24 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
25 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
26 provides that every employer shall furnish each of his or her employees with an accurate
27 itemized wage statement in writing showing, among other things, gross wages earned and all
28 applicable hourly rates in effect during the pay period and the corresponding amount of time

1 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
2 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
3 during the pay period and the total hours worked, and the applicable pay period in which the
4 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
5 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
6 identify such information. More specifically, the wage statements failed to identify the
7 accurate total hours worked each pay period. When the hours shown on the wage statements
8 were added up, they did not equal the actual total hours worked during the pay period in
9 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
10 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
11 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
12 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
13 statements which violated Cal. Lab. Code § 226.

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

18 in [I]n addition to, and entirely independent and apart from, any other penalty provided
19 this article, every person who fails to pay the wages of each employee as provided in
20 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
21 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
22 each subsequent violation, or any willful or intentional violation, two hundred dollars
23 (\$200) for each failure to pay each employee, plus 25 percent of the amount
24 unlawfully withheld.

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

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

1 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
3 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
4 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
5 2802, employers are required to indemnify employees for all expenses incurred in the course
6 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
7 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
8 employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer, even though unlawful, unless the employee, at
10 the time of obeying the directions, believed them to be unlawful."

11 21. In the course of their employment PLAINTIFF and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
13 personal cellular phones as a result of and in furtherance of their job duties as employees for
14 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
15 associated with the use of their personal cellular phones for DEFENDANT's benefit.
16 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
17 DEFENDANT to use their personal cellular phones. As a result, in the course of their
18 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 incurred unreimbursed business expenses which included, but were not limited to, costs
20 related to the use of their personal cellular phones all on behalf of and for the benefit of
21 DEFENDANT.

22 22. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
23 terminated and DEFENDANT has not tendered payment of all wages owed as required by
24 law.

25 **JURISDICTION AND VENUE**

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

28 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
2 employs AGGRIEVED EMPLOYEES across California, including in this County, and
3 committed the wrongful conduct herein alleged in this County against AGGRIEVED
4 EMPLOYEES.

5
6 **FIRST CAUSE OF ACTION**

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

8 **[Cal. Lab. Code §§ 2698]**

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

10 25. PLAINTIFF realleges and incorporates by this reference, as though fully set
11 forth herein, the prior paragraphs of this Complaint.

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

22 27. PLAINTIFF, and such persons that may be added from time to time who
23 satisfy the requirements and exhaust the administrative procedures under the Private
24 Attorney General Act, brings this Representative Action on behalf of the State of California
25 with respect to all individuals who are or previously were employed by DEFENDANT in
26 California, including any employees staffed with DEFENDANT by a third party, and
27 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
28 period of November 3, 2024 until a date as determined by the Court (the "PAGA PERIOD").

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

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

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
24 severally, as follows:

- 25 1. On behalf of the State of California and with respect to all AGGRIEVED
26 EMPLOYEES:

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

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

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

Dated: February 2, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

CENTURION TRIAL ATTORNEYS, APC
 Ryan Stygar, Esq. (State Bar No. 332764)
 8880 Rio San Diego Drive., Suite 800
 San Diego, CA 92108

Attorneys for Plaintiff

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

November 3, 2025
CA3763

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

HV Global Group, Inc.
Certified Mail #9589071052702856168641
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 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) 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 Jorge Cazares Rodriguez (“Plaintiff”) and all other Aggrieved Employees of HV Global Group, Inc. (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by HV Global Group, Inc. in California, including any employees staffed with HV Global Group, Inc. by a third party, and classified as non-exempt employees during the time period of November 3, 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 July of 2019 to June of 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 staff accountant from July of 2019 to June of 2025 working remotely in San Marcos, CA. Plaintiff performed his job duties consisting of all full cycle accounting functions such as handling payroll, compiling spreadsheets, and examining financial documents for accuracy. Plaintiff also had to close the company's books by dispersing the correct amount of money to each employee. Further, Plaintiff was tasked with analyzing each of the company's financial transactions by writing 30-40 reports a month detailing exactly where Defendant's money was going. These reports had to be done by the end of each month. There were also instances where it would take Plaintiff days to complete just one report because he was waiting to get information from different departments, which backed up Plaintiff's workload. 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 rarely able to take rest breaks, and his meal breaks were late, missed, or interrupted multiple times every week. 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.

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 also times when Plaintiff, while clocked out for a meal break, continued with his job duties mentioned above. There were instances where Plaintiff would clock out for his meal break, then keep performing his job duties. Plaintiff would start working prior to clocking in and after clocking out many times due to the pressures of completing his job duties on time. 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

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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, there were many instances where he had to use his personal cell phone. Plaintiff used his personal cell phone to talk to managers and colleagues. Plaintiff needed to keep an open line of communication at all times, even while off the clock. Further, Plaintiff used his personal cell phone for a key security feature. Without it, he wouldn't be able to log in to his computer. Yet, Plaintiff was not reimbursed for the reasonable expenses incurred on his cell phone.

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 her employment file on August 7, 2025. Defendant did not respond within the thirty days forcing Plaintiff to send a second request for the employment file on October 10, 2025. Defendant still 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 #1.

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.

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If you have any questions or 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

FACSIMILE
(858) 551-1232

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WRITERS EXT: 5

August 7, 2025

CA3763

VIA CERTIFIED MAIL

HV Global Group Inc
7812 Palm Parkway
Orlando, FL 32836
Certified Mail #9589 0710 5270 2856 1684 74

Re: **Employee Jorge A Cazares Rodriguez – Request for Employment Records**

Dear Human Resource Director:

Please be advised we have been retained by Jorge Cazares Rodriguez to investigate employment law violations. Mr. Cazares Rodriguez 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. Cazares Rodriguez during his tenure of employment with you. Additionally, we would like a copy of Mr. Cazares Rodriguez's complete employment file, including all documents and arbitration agreements signed by Mr. Cazares Rodriguez 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 Jorge Cazares Rodriguez 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, Jorge cazares ("Client"), do hereby authorize HV Global group inc ("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,



Jorge cazares (Aug 7, 2025 13:06:37 PDT)

Client

FACSIMILE
(858) 551-1232

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
GENERAL E-MAIL: bamlawca@gmail.com
Web Site: www.bamlawca.com

TELEPHONE
(877) 852-3912

WRITERS E-MAIL: Nick@bamlawca.com

WRITERS EXT: 5

October 10, 2025

CA3763

VIA CERTIFIED MAIL

HV Global Group Inc.
7812 Palm Parkway
Orlando, FL 32836
Certified Mail #9589 0710 5270 2856 2156 80

Re: Employee Jorge A Cazares Rodriguez – Request for Employment Records

Dear Human Resource Director:

Please be advised we have been retained by Jorge Cazares Rodriguez to investigate employment law violations. Mr. Cazares Rodriguez worked for your company in California. Please direct all future communication regarding this matter to our office. This letter serves as our office's second request for Mr. Cazares Rodriguez' employment records. Our first letter was sent on August 7, 2025. The Certified Mail tracking number of our first letter, #9589 0710 5270 2856 1684 74, shows the letter was delivered successfully, but your company failed to respond.

Accordingly, this letter is a second written request for copies of all itemized wage statements issued to Mr. Cazares Rodriguez during his tenure of employment with you. Additionally, we would like a copy of Mr. Cazares Rodriguez' complete employment file, including all documents and arbitration agreements signed by Mr. Cazares Rodriguez 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 our first 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 Jorge Cazares Rodriguez 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 immediately, as the thirty (30) day deadline has already passed. 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, Jorge cazares ("Client"), do hereby authorize HV Global group inc ("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,



Jorge cazares (Aug 7, 2025 13:06:37 PDT)

Client