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*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF ALAMEDA**

ERIKA LLAMAS, on behalf of the State of  
California, as a private attorney general,

Plaintiff,

vs.

EVERON, LLC, a Limited Liability  
Company; ADT COMMERCIAL LLC, a  
Limited Liability Company; and DOES 1  
through 50, inclusive,

Defendants.

Case No. 25CV160114

**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, 2802, California Code of  
Regulations, Title 8, Section 11040,  
Subdivision 5(A)-(B), and the applicable  
Wage Order(s).

**ELECTRONICALLY FILED**

Superior Court of California,

County of Alameda

**12/16/2025 at 10:22:40 AM**

By: Andrel Gospel,

Deputy Clerk

1 Plaintiff Erika Llamas (“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 her own acts and knowledge which are based on personal  
5 knowledge, the following:

### 6 **INTRODUCTION**

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

### 25 **THE PARTIES**

26  
27 5. Everon, LLC is a limited liability company that at all relevant times mentioned  
28 herein conducted and continues to conduct substantial business in California. ADT Commercial

1 LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and  
2 continues to conduct substantial business in California.

3 6. Everon, LLC and ADT Commercial LLC were the joint employers of PLAINTIFF  
4 as evidenced by paycheck, standardized company employment handbooks, by standardized  
5 policies and procedures, by the company PLAINTIFF performed work for respectively and are  
6 therefore jointly responsible as employers for the conduct alleged herein, and are therefore  
7 collectively referred to herein as (“DEFENDANT”). DEFENDANT provides fire, life safety,  
8 and security systems. The Company offers fire alarm, detection device, sprinkler systems, and  
9 life safety solutions to its customers in California.

10 7. PLAINTIFF was employed by DEFENDANT in California from June of 2023  
11 December 18, 2024. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt  
12 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and  
13 payment of minimum and overtime wages due for all time worked.

14 8. PLAINTIFF, and such persons that may be added from time to time who satisfy  
15 the requirements and exhaust the administrative procedures under the Private Attorney General  
16 Act, brings this Representative Action on behalf of the State of California with respect to all  
17 individuals who are or previously were employed by Everon, LLC and/or ADT Commercial  
18 LLC in California, including any employees staffed with Everon, LLC and/or ADT Commercial  
19 LLC by a third party, and classified as non-exempt employees (“AGGRIEVED EMPLOYEES”)  
20 during the time period of September 3, 2024 until a date as determined by the Court (the  
21 "PAGA PERIOD").

22 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or  
23 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative  
24 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s  
25 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,  
26 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,  
27 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the  
28

1 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees  
2 within the meaning of Labor Code § 2699.

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

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

### 20 21 THE CONDUCT

22 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT  
23 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time  
24 worked, meaning the time during which an employee is subject to the control of an  
25 employer, including all the time the employee is suffered or permitted to work.  
26 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without  
27 paying them for all the time they are under DEFENDANT's control. Among other things,  
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by  
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal  
3 break. DEFENDANT, as a matter of established company policy and procedure,  
4 administers a uniform practice of rounding the actual time worked and recorded by  
5 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,  
6 so that during the course of their employment, PLAINTIFF and the AGGRIEVED  
7 EMPLOYEES are paid less than they would have been paid had they been paid for actual  
8 recorded time rather than "rounded" time. As a result, PLAINTIFF and the AGGRIEVED  
9 EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-duty meal  
10 breaks by working without their time being correctly recorded and without compensation at  
11 the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and the  
12 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business  
13 records.

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

26 14. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED  
27 EMPLOYEES were also required from time to time to work in excess of four (4) hours  
28 without being provided ten (10) minute rest periods. Further, these employees were denied

1 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)  
2 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes  
3 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,  
4 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)  
5 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were  
6 also not provided with one hour wages in lieu thereof. Additionally, the applicable  
7 California Wage Order requires employers to provide employees with off-duty rest periods,  
8 which the California Supreme Court defined as time during which an employee is relieved  
9 from all work related duties and free from employer control. In so doing, the Court held that  
10 the requirement under California law that employers authorize and permit all employees to  
11 take rest period means that employers must relieve employees of all duties and relinquish  
12 control over how employees spend their time which includes control over the locations  
13 where employees may take their rest period. Employers cannot impose controls that prohibit  
14 an employee from taking a brief walk - five minutes out, five minutes back. Here,  
15 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from  
16 unconstrained walks and is unlawful based on DEFENDANT's rule which states  
17 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during  
18 their rest period.

19       15. During the PAGA PERIOD, DEFENDANT failed to accurately record and  
20 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these  
21 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,  
22 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for  
23 all time worked, meaning the time during which an employee was subject to the control of  
24 an employer, including all the time the employee was permitted or suffered to permit this  
25 work. DEFENDANT required these employees to work off the clock without paying them  
26 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or  
27 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under  
28 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED

1 EMPLOYEES forfeited time worked by working without their time being accurately  
2 recorded and without compensation at the applicable minimum wage and overtime wage  
3 rates. To the extent that the time worked off the clock does not qualify for overtime  
4 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-  
5 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

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

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

1 in [I]n addition to, and entirely independent and apart from, any other penalty provided  
2 this article, every person who fails to pay the wages of each employee as provided in  
3 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial  
4 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.

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

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

12 20. DEFENDANT intentionally and knowingly failed to reimburse and indemnify  
13 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred  
14 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of  
15 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section  
16 2802, employers are required to indemnify employees for all expenses incurred in the course  
17 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer  
18 shall indemnify his or her employee for all necessary expenditures or losses incurred by the  
19 employee in direct consequence of the discharge of his or her duties, or of his or her  
20 obedience to the directions of the employer, even though unlawful, unless the employee, at  
21 the time of obeying the directions, believed them to be unlawful."

22 21. In the course of their employment PLAINTIFF and the AGGRIEVED  
23 EMPLOYEES as a business expense, were required by DEFENDANT to use their own  
24 personal cellular phones and home offices as a result of and in furtherance of their job duties  
25 as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT  
26 for the cost associated with the use of their personal cellular phones and home offices for  
27 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES  
28 were required by DEFENDANT to use their personal cellular phones and home offices. As

1 a result, in the course of their employment with DEFENDANT, PLAINTIFF and the  
2 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but  
3 were not limited to, costs related to the use of their personal cellular phones and home  
4 offices all on behalf of and for the benefit of DEFENDANT.

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

### 8 **JURISDICTION AND VENUE**

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

11 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
12 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and  
13 DEFENDANT (i) currently maintains and at all relevant times maintained offices and  
14 facilities in this County and/or conducts substantial business in this County, and (ii)  
15 committed the wrongful conduct herein alleged in this County against AGGRIEVED  
16 EMPLOYEES.

### 17 **FIRST CAUSE OF ACTION**

#### 18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698]**

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

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

23 26. PAGA is a mechanism by which the State of California itself can enforce state  
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of  
25 the state's labor law enforcement agencies. An action to recover civil penalties under  
26 PAGA is fundamentally a law enforcement action designed to protect the public and not to  
27 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,  
28

1 but to create a means of "deputizing" citizens as private attorneys general to enforce the  
2 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the  
3 public interest to allow aggrieved employees, acting as private attorneys general to recover  
4 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA  
5 claims cannot be subject to arbitration.

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

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

22 29. The policies, acts and practices heretofore described were and are an unlawful  
23 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the  
24 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly  
25 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,  
26 (d) failed to pay overtime wages, (e) failed to reimburse employees for required expenses,  
27 and (f) failed to provide wages when due, all in violation of the applicable Labor Code  
28 sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512,

1 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,  
2 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives  
3 rise to civil penalties as a result of such conduct.<sup>1</sup> PLAINTIFF hereby seeks recovery of  
4 only civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as  
5 the representative of the State of California for the illegal conduct perpetrated on  
6 PLAINTIFF and the AGGRIEVED EMPLOYEES.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and  
9 severally, as follows:

10 1. On behalf of the State of California and with respect to all AGGRIEVED  
11 EMPLOYEES:

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

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

16 Dated: December 16, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW  
17 LLP

18  
19 By: /s/ Norman Blumenthal  
20 Norman B. Blumenthal  
21 Kyle R. Nordrehaug  
22 Nicholas J. De Blouw

23 *Attorneys for Plaintiff*  
24  
25  
26

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

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# EXHIBIT 1

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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WRITERS EXT:  
1009

September 3, 2025  
CA3708

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency      EVERON, LLC  
Online Filing      Certified Mail #9589071052700057735457  
C T 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, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of 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 Erika Llamas (“Plaintiff”) and all other Aggrieved Employees of Everon LLC and/or ADT Commercial LLC (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Everon LLC and/or ADT Commercial LLC in California, including any employees staffed with Everon LLC and/or ADT Commercial LLC by a third party, and classified as non-exempt employees during the time period of September 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 June of 2023 to December 18, 2024. 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, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as an Accounts Receivable Representative. Plaintiff worked from home one day per week and the rest of the week she worked at Defendant’s office building located at 4384 Enterprise Place, Fremont, CA 94538. During

# BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Plaintiff's employment and during the PAGA Period, Plaintiff was unable to take compliant meal breaks which were often late (taken after the 5<sup>th</sup> hour) or interrupted by work-related issues. For example, Plaintiff's meal breaks were sometimes taken late because of the high work volume and the fact she was too busy working to be able to stop and take a timely meal break. Also, sometimes meetings she had to attend were scheduled in such a manner that it was necessary for her to take her meal break after the meeting took place which was after the 5<sup>th</sup> hour of her shift. Plaintiff's meal breaks were also interrupted on a regular basis by work-related issues. Specifically, the Business Support Manager, Elizabeth Ortiz, would regularly interrupt Plaintiff's meal breaks in the break room by asking her work-related questions. As a result of this conduct, Plaintiff began taking meal breaks in her car but that did not stop Ms. Ortiz from texting Plaintiff work-related questions during her meal breaks, such as whether she received an email from Ms. Ortiz or whether she had responded to certain clients yet. Plaintiff also was unable to take compliant rest breaks which were often taken late or missed. On many days Plaintiff was only able to take one rest break due to being so busy with work. As a result, during the PAGA period Plaintiff often was unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show that despite numerous meal and rest break violations in 2024, Defendant only paid Plaintiff two meal break premiums for the entire year and no rest break premiums. See **Exhibit #1** which is a true and correct copy of Plaintiff's final wage statement in 2024.

Plaintiff also worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. As set forth above, Ms. Ortiz's incessant micro-managing spilled over into Plaintiff's meal breaks causing off the clock work. Working off the clock during meal breaks also occurred under another scenario. Specifically, on some occasions Plaintiff clocked out for meal breaks after the 5<sup>th</sup> hour which resulted in a meal break violation. Plaintiff was harshly reprimanded by her supervisors on these occasions when she took a late meal break. Thereafter, from time to time, in order to avoid a meal break violation and severe backlash from her supervisors, Plaintiff would clock out before the 5<sup>th</sup> hour and notify her supervisors that she was clocking out but would still be working and would take her lunch later. Plaintiff's supervisors were aware that Plaintiff and other Aggrieved Employees did this from time to time in order to avoid getting in trouble which resulted in unpaid off the clock work. One of Plaintiff's supervisors, Ms. Ortiz, also contacted her on a regular basis after her shift had ended by calling her on the way home from work to notify Plaintiff that she was going to receive a work-related email and she needed to respond to the email when she got home. This would happen, for example, if a customer wanted a copy of an invoice and/or a copy of open invoices. Further, on occasions when Plaintiff had a doctor's appointment, Ms. Ortiz would call and/or text her requesting that she call her right after her appointment to discuss work-related issues which resulted in additional unpaid off the clock work. Moreover, pursuant to Labor Code § 204, Defendant failed to timely provide Plaintiff and other Aggrieved

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Employees with their wages, including the meal and rest break penalties described above.

Additionally, 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 regular and overtime wages earned. Plaintiff alleges that Defendant knowingly and intentionally failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including the total number of hours worked, as set forth above with regard to off the clock work during meal breaks and post-shift communications from Plaintiff's supervisor.

Plaintiff was also not reimbursed for business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, Plaintiff regularly used her cell phone for work related purposes as she was called at work, after work and on the way home as set forth above. Plaintiff also had to download and use an app on her cell phone to authenticate log-ins, clock in and out and request time off. She was not reimbursed the reasonable expenses she incurred for using her cell phone for work-related purposes. Further, Plaintiff worked from home one day per week and while Defendant did provide her with a laptop computer and monitor, she purchased a separate keyboard and mouse without getting reimbursed. Plaintiff was also not reimbursed by Defendant for the expenses she incurred with respect to Internet charges and power/electricity.

Finally, 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 (such as when Plaintiff's employment with Defendant ended in December of 2024) 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.

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/ Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

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WRITERS E-MAIL:  
[rico@bamlawca.com](mailto:rico@bamlawca.com)

WRITERS EXT:  
1009

September 3, 2025  
CA3708

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

ADT Commercial LLC  
Certified Mail #9589071052700057735464  
C T CORPORATION SYSTEM  
7700 E Arapahoe Rd Ste 220  
Centennial, CO 80112

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, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and Violation of 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 Erika Llamas ("Plaintiff") and all other Aggrieved Employees of Everon LLC and/or ADT Commercial LLC ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Everon LLC and/or ADT Commercial LLC in California, including any employees staffed with Everon LLC and/or ADT Commercial LLC by a third party, and classified as non-exempt employees during the time period of September 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 June of 2023 to December 18, 2024. 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, for all of their missed meal and rest breaks, for all of their time spent working off the clock as described further below, and for businesses expenses incurred but not reimbursed.

Plaintiff was employed by Defendant as an Accounts Receivable Representative. Plaintiff worked from home one day per week and the rest of the week she worked at Defendant's office building located at 4384 Enterprise Place, Fremont, CA 94538. During Plaintiff's employment and during the PAGA Period, Plaintiff was unable to take compliant

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meal breaks which were often late (taken after the 5<sup>th</sup> hour) or interrupted by work-related issues. For example, Plaintiff's meal breaks were sometimes taken late because of the high work volume and the fact she was too busy working to be able to stop and take a timely meal break. Also, sometimes meetings she had to attend were scheduled in such a manner that it was necessary for her to take her meal break after the meeting took place which was after the 5<sup>th</sup> hour of her shift. Plaintiff's meal breaks were also interrupted on a regular basis by work-related issues. Specifically, the Business Support Manager, Elizabeth Ortiz, would regularly interrupt Plaintiff's meal breaks in the break room by asking her work-related questions. As a result of this conduct, Plaintiff began taking meal breaks in her car but that did not stop Ms. Ortiz from texting Plaintiff work-related questions during her meal breaks, such as whether she received an email from Ms. Ortiz or whether she had responded to certain clients yet. Plaintiff also was unable to take compliant rest breaks which were often taken late or missed. On many days Plaintiff was only able to take one rest break due to being so busy with work. As a result, during the PAGA period Plaintiff often was unable to take compliant meal and rest breaks which is in violation of Cal. Labor Codes Sections 226.7 and 512. Plaintiff's wage statements show that despite numerous meal and rest break violations in 2024, Defendant only paid Plaintiff two meal break premiums for the entire year and no rest break premiums. See **Exhibit #1** which is a true and correct copy of Plaintiff's final wage statement in 2024.

Plaintiff also worked while off the clock which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. As set forth above, Ms. Ortiz's incessant micro-managing spilled over into Plaintiff's meal breaks causing off the clock work. Working off the clock during meal breaks also occurred under another scenario. Specifically, on some occasions Plaintiff clocked out for meal breaks after the 5<sup>th</sup> hour which resulted in a meal break violation. Plaintiff was harshly reprimanded by her supervisors on these occasions when she took a late meal break. Thereafter, from time to time, in order to avoid a meal break violation and severe backlash from her supervisors, Plaintiff would clock out before the 5<sup>th</sup> hour and notify her supervisors that she was clocking out but would still be working and would take her lunch later. Plaintiff's supervisors were aware that Plaintiff and other Aggrieved Employees did this from time to time in order to avoid getting in trouble which resulted in unpaid off the clock work. One of Plaintiff's supervisors, Ms. Ortiz, also contacted her on a regular basis after her shift had ended by calling her on the way home from work to notify Plaintiff that she was going to receive a work-related email and she needed to respond to the email when she got home. This would happen, for example, if a customer wanted a copy of an invoice and/or a copy of open invoices. Further, on occasions when Plaintiff had a doctor's appointment, Ms. Ortiz would call and/or text her requesting that she call her right after her appointment to discuss work-related issues which resulted in additional unpaid off the clock work. Moreover, pursuant to Labor Code § 204, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

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Finally, 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 (such as when Plaintiff's employment with Defendant ended in December of 2024) 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.

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/ Ricardo R. Ehmann*

Ricardo R. Ehmann, Esq.

## **EXHIBIT 1**



Everon, LLC  
1501 Yamato Road  
Boca Raton, FL 33431  
855-455-9480

Pay Statement

Period Start Date 12/08/2024  
Period End Date 12/21/2024  
Pay Date 12/27/2024  
Document 1

Net Pay \$1,371.83

Pay Details

|              |                 |               |              |                                 |
|--------------|-----------------|---------------|--------------|---------------------------------|
| Erika Llamas | Employee Number |               | Pay Group    | Bi-Weekly Hourly                |
|              | SSN             | XXX-XX-XXXX   | Location     | CA Fremont                      |
|              | Job             | Administrator | Line Of Bus  | 4050 - Commercial Field         |
|              | Pay Rate        | \$32.56       | Cost Center  | 66562 - San Francisco CA Branch |
|              | Pay Frequency   | Biweekly      | P&L Category | 30 - Shared                     |
|              |                 |               | System       | OTH - Other                     |

Earnings

| Pay Type                     | Week | Job           | Hours                 | Pay Rate | Current    |
|------------------------------|------|---------------|-----------------------|----------|------------|
| PERF BONUS                   |      |               | 0.000000              | \$0.00   | \$0.00     |
| MISC BONUS                   |      |               | 0.000000              | \$0.00   | \$0.00     |
| Buy Up PTO                   |      |               | 0.000000              | \$0.00   | \$0.00     |
| FLSA OT                      |      |               | 0.000000              | \$0.00   | \$0.00     |
| MEAL PENALTY                 | 2    | Administrator | 2.000000              | \$32.56  | \$65.12    |
| Holiday                      |      |               | 0.000000              | \$0.00   | \$0.00     |
| GTL Imputed                  |      |               | 0.000000              | \$0.00   | \$0.00     |
| OT Pay                       |      |               | 0.000000              | \$0.00   | \$0.00     |
| OT 1.0                       | 2    | Administrator | 0.250000              | \$32.56  | \$8.14     |
| OT Premium 0.5               | 2    | Administrator | 0.250000              | \$32.56  | \$4.07     |
| PTO                          |      |               | 0.000000              | \$0.00   | \$0.00     |
| REG EARN HOURLY-Hourly       | 2    | Administrator | 56.550000             | \$32.56  | \$1,841.27 |
| Total Hours Worked 56.800000 |      |               | Total Hours 58.800000 |          |            |

Deductions

| Deduction       | Based On   | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|-----------------|------------|---------|------------------|--------------|------------------|--------------|
| 401k Pre-tax    | \$1,918.60 | Yes     | \$95.93          | \$2,939.25   | \$0.00           | \$0.00       |
| Basic AD&D      | \$0.00     | No      | \$0.00           | \$0.00       | \$0.31           | \$2.17       |
| Basic EE Life   | \$0.00     | No      | \$0.00           | \$0.00       | \$2.79           | \$19.53      |
| PTO Buy-up      | \$0.00     | No      | \$0.00           | \$1,230.75   | \$0.00           | \$0.00       |
| Dental          | \$16.60    | Yes     | \$16.60          | \$431.60     | \$0.00           | \$0.00       |
| ER 401k Match   | \$0.00     | Yes     | \$0.00           | \$0.00       | \$47.96          | \$1,469.61   |
| GTL Imputed     | \$0.00     | No      | \$0.00           | \$16.83      | \$0.00           | \$0.00       |
| Legal Ins.      | \$8.71     | No      | \$8.71           | \$226.46     | \$0.00           | \$0.00       |
| EyeMed Vision   | \$3.83     | Yes     | \$3.83           | \$26.81      | \$0.00           | \$0.00       |
| Vision          | \$0.00     | Yes     | \$0.00           | \$72.77      | \$0.00           | \$0.00       |
| Auto Home Pet I | \$0.00     | No      | \$0.00           | \$581.04     | \$0.00           | \$0.00       |

Taxes

| Tax                          | Based On   | Current  | YTD        |
|------------------------------|------------|----------|------------|
| CA Disability Employee       | \$1,898.17 | \$20.88  | \$729.47   |
| CA State Income Tax          | \$1,802.24 | \$15.66  | \$820.58   |
| Federal Income Tax           | \$1,802.24 | \$239.96 | \$3,122.42 |
| Employee Medicare            | \$1,898.17 | \$27.52  | \$961.82   |
| Social Security Employee Tax | \$1,898.17 | \$117.68 | \$4,112.61 |

Paid Time Off

Net Pay Distribution

| Account Number | Account Type | Amount     |
|----------------|--------------|------------|
| Check amount   |              | \$1,371.83 |
| Total          |              | \$1,371.83 |