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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO**

BRYAN CERVANTES, as an Individual,

Plaintiff,

v.

JT2, INC., a California Corporation, doing
business as TODD COMPANIES; ALL
VALLEY CRUSHING CORPORATION a
California Corporation, AMERICAN
CONTRACTORS INDEMNITY
COMPANY, a California Corporation,
JAMES WILLIAM TODD, II, an
Individual, and DOES 1 through 200,
inclusive,

Defendants.

FILED

JUN 25 2020

FRESNO COUNTY SUPERIOR COURT

By _____ DEPUTY

Case No. 20CECG00183
Judge: Rosemary McGuire
Dept.: 403

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Wages and Overtime
(Labor Code §§1194, 510, 558.1, 201-204);
2. Failure To Pay Prevailing Wages on
Public Works
(Cal. Lab. Code §§ 1194,1171,1174);
3. Failure To Provide Or Otherwise
Compensate For Missed Meal And Rest
Breaks
(Cal. Lab. Code §§ 226.7 and 512);
4. Failure To Pay Wages of Terminated Or
Resigned Employees
(Cal. Lab. Code §§201-203);
5. Recovery Under Public Works Bonds
(Cal. Civ. Code §9558);
6. Recovery Under Bonds of Qualifying
Individual;
7. Wrongful Termination Discharge In
Violation Of Public Policy;
8. Unfair Competition in Violation of Cal.
Bus. & Prof. Code §§17200, et seq.

9. Violations of the Private Attorneys
General Act of 2004, California Labor
Code § 2698 et seq. [PAGA];

JURY TRIAL DEMANDED

Filed: January 15, 2020
Trial Date: None

COMES NOW BRYAN CERVANTES ("Plaintiff"), who hereby demands trial by jury and complains and alleges against Defendants JT2, INC. doing business as TODD COMPANIES ("TODD COMPANIES"), ALL VALLEY CRUSHING CORPORATION ("ALL VALLEY"), AMERICAN CONTRACTORS INDEMNITY COMPANY ("ACIC"), and JAMES WILLIAM TODD, II, ("TODD") an individual and DOES 1 through 200 as follows:

I. INTRODUCTION

1. Plaintiff Bryan Cervantes, a truck driver, was employed by joint employers TODD COMPANIES and ALL VALLEY on public works projects in California and was not paid all wages he was due. When he complained about his employers' failure to pay the required minimum wage, he was retaliated against and ultimately terminated. He now brings this action against his former employers and their owner TODD, and Does 1 through 150 who (1) failed to pay Plaintiff his lawful wages, including overtime; and (2) failed to pay Prevailing Wages (Labor Code §§1770 *et seq.*) on public works projects. Plaintiff seeks damages and equitable relief resulting from systemic noncompliance with California's wage and hour laws. Plaintiff also brings claims for damages arising out of his wrongful termination.

Services, a C21 – Building Moving, Demolition and a B – General Building Contractor classifications. JT2, Inc. is located at 3322 E. Vassar Court, Visalia, CA 93292.

6. On information and belief, Plaintiff alleges that Defendant ALL VALLEY CRUSHING CORPORATION (“ALL VALLEY”) is, and at all times mentioned herein was, a California corporation, authorized to do business in the State of California, that conducted business in counties, including Tulare, and Fresno, California. ALL VALLEY is a General Engineering Contractor that performs working in general construction and building as well as concrete related services, building moving and demolition as well as plumbing.

7. Plaintiff is informed and believes ALL VALLEY is licensed by the Contractors State Licensing Board of California and holds a Contractor License #1022043. The license was issued on December 23, 2016 and expires on December 31, 2020. In addition to an A classification as a General Engineering Contractor, ALL VALLEY’s CSLB license includes a C36 – Plumbing classification, a C-61 / D06 - Concrete Related Services classification, and a C21 – Building Moving, Demolition classification. ALL VALLEY is located at 1601 N. Clancy Ct., Suite B, Visalia, CA 93291

8. Plaintiff is informed and believes that his former boss, JAMES WILLIAM TODD II, is, and during all relevant time herein was, an owner, director, officer and managing agent of both TODD COMPANIES and ALL VALLEY.

9. There is a unity of interest between TODD COMPANIES and ALL VALLEY. Accordingly, TODD COMPANIES and ALL VALLEY are the alter-ego of one another, and the fiction of their separate existence must be disregarded.

10. Plaintiff is informed and believes and based thereon alleges that Defendants TODD COMPANIES and ALL VALLEY were joint employers of Plaintiff and both exercised control over the wages, hours and working conditions of Plaintiff as further described herein.

11. Under information and belief, and at all relevant times TODD COMPANIES, ALL VALLEY and Does 1 through 150 acted as a contractor and/or subcontractor as defined by Labor Code §1722.1 and were engaged under and by virtue of the laws of the State of California in execution of public works contracts. Defendants engaged in the execution of California public

works projects, including but not limited to the projects for the awarding agencies listed and identified in Exhibit A to this complaint (“the Projects”).

12. Plaintiff is informed and believes and based thereon allege that at all times mentioned herein Defendants DOES 1 through 150 were authorized to conduct business in the State of California, doing business as contractors performing work on construction projects, including public works projects.

13. Plaintiff is informed and believes and based thereon alleges that Defendants TODD COMPANIES, ALL VALLEY and DOES 1-150, are and at all relevant times herein mentioned were, the agents, servants and/or employees of each and every other Defendant alleged herein and that all acts and omissions herein complained of were performed within the course and scope of said employment, service and/or agency and with the consent of each of the Defendants mentioned herein. All actions of each Defendant herein alleged were ratified and approved by the directors, officers or managing agents of Defendants.

14. Plaintiff is informed and believes and based thereon allege that Defendants DOES 151 – 175 acted as sureties for payment bonds on at least one of the public works projects where at Plaintiff worked, and that each was a corporation authorized to do business in the State of California, engaged under and by virtue of the laws of the State of California in making, guaranteeing, and becoming a surety on bonds and undertakings as required or authorized by law. Plaintiff does not know the identity and formal name of each surety, which will be identified in discovery. Plaintiff seeks recovery against all applicable payment bonds in existence within the applicable statute of limitations.

15. Plaintiff is informed and believes that Defendant AMERICAN CONTRACTORS INDEMNITY COMPANY (“ACIC”), and DOES 176-200 acted as sureties for at least one contractor qualifying individual bond for TODD COMPANIES, ALL VALLEY, or DOES 176-200 and that it was a corporation authorized to do business in the State of California, engaged under and by virtue of the laws of the State of California in making, guaranteeing, and becoming a surety on bonds and undertakings as required or authorized by law.

16. Plaintiff is informed and believes and based thereon allege that each of the Defendants named in this Complaint, including each of the “Doe” defendants, are responsible in some manner for one or more of the events and happenings, and proximately caused the injuries and damages, hereinafter alleged.

17. The true names and capacities, whether individual, corporate, partnership, associate, or otherwise, of Defendants, DOES 1 through 200 are unknown to Plaintiff whom therefore sues these Doe Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when they are ascertained.

III. GENERAL ALLEGATIONS

18. Plaintiff seeks to recover his earned wages, including the prevailing wages earned on each, and all public works projects on which he performed work as an employee of Defendants TODD COMPANIES, ALL VALLEY, and Does 1-150. Such projects were “public works” projects as defined by California Labor Code § 1720 et seq., for which TODD COMPANIES, ALL VALLEY, and Does 1-150 were required to pay prevailing wages.

19. Plaintiff is informed and believes that following being hired by joint employers TODD COMPANIES and ALL VALLEY he was provided two long sleeve tee shirts with the company name Todd Companies on them as well as a Todd Companies logoed hat, a TPE vest and safety glasses. Plaintiff was also assigned to drive a truck with the name Todd Companies logo imprinted on the side.

20. Plaintiff is informed and believes that despite being an employee of TODD COMPANIES, he was often paid with payroll checks and itemized wage statements from ALL VALLEY in addition to TODD COMPANIES payroll checks and itemized wage statements. The ALL VALLEY checks were for work Plaintiff believed he was performing for TODD COMPANIES since Plaintiff was driving a TODD COMPANIES truck, wearing a TODD COMPANIES shirt and a TODD COMPANIES hat and was dispatched by TODD COMPANIES personnel.

1 21. Plaintiff is informed and believes and based thereon allege that Defendant TODD
2 COMPANIES entered into contracts to complete work as a contractor or subcontractor on public
3 works projects including but not limited to the projects listed in Exhibit A. ("the Projects").

4 22. Plaintiff is informed and believes and based thereon allege that DOES 151 through
5 175 issued Labor and Material Payment Bonds for the Projects.

6 23. During the relevant times herein alleged, Plaintiff worked for TODD COMPANIES
7 and joint employer ALL VALLEY as a non-exempt employee driving an 18-wheel truck with an
8 end dump trailer that was 48 feet long and a ten wheeler end dump truck the size of a normal work
9 class truck. These tasks and duties which, if properly classified, would be classified under the
10 Prevailing Wage Law as dump truck operator with the specific classification as that of a Teamster.

11 24. During the relevant times herein alleged, Plaintiff would also be assigned to drive
12 the 18-wheeler truck to the project site and after parking the truck be asked to perform tasks and
13 duties which if properly classified would be under the Prevailing Wage Law as a Laborer. In
14 addition to the classifications of Teamster and Laborer, Plaintiff would also operate machines like
15 an excavator and a water truck which if properly classified would be under the Prevailing Wage
16 Law as an Operating Engineer.

17 25. Plaintiff was a "worker(s)" as defined in Labor Code §1723. For his work on public
18 works projects, Plaintiff was required to be paid prevailing wages for each hour they worked at
19 rates set by the State of California.

20 26. The legal minimum wage rate for workers employed on California public works
21 is the "general prevailing rate of per diem wages" (Cal. Lab. Code §§ 1771, 1774) or more
22 commonly referred to as the "prevailing wage" rate.

23 27. For his work on the Projects, Plaintiff was required to be paid the minimum
24 prevailing wage rate assigned to the Teamster, Laborer and Operator Classifications as set forth
25 in semi-annual and annual bulletins published by the Director of Industrial Relations ("DIR").
26 The proper prevailing wage rate for the work performed in the State of California is considered
27 the minimum wage. It is the only legal wage that may be paid for work in execution of a public
28 work contract. In addition to the required straight-time hourly rate of pay, the term "prevailing

1 wage” includes a designated rate for overtime and holiday work, travel time and subsistence pay.
2 (Cal. Code of Regulations § 16000). All such rates are published semi-annually by the California
3 Department of Industrial Relations (“DIR”) pursuant to pertinent California regulations.

4 28. At various dates and on various projects during his employment Plaintiff was paid
5 less than the statutory rate and was not paid for all of his overtime hours and was not compensated
6 properly for his travel and subsistence as required. Plaintiff was not paid at the required prevailing
7 wage rates for the work he performed during his employment with TODD COMPANIES and
8 ALL VALLEY, was not paid for all hours worked, and was not paid overtime.

9 29. At various dates and on various projects during his employment, Defendants paid
10 Plaintiff with different checks for similar work. During Plaintiff’s work with Defendants he
11 would be paid for some work with a TODD COMPANIES check and then for similar work on
12 the same day would Plaintiff would be paid by ALL VALLEY checks. The checks would have
13 different rates of pay for the same work on the same day which was less than the statutory rate
14 and did not include pay for all regular hours or all of Plaintiff’s overtime hours. Plaintiff was also
15 not compensated properly for his compensable travel and substance as required. As a result,
16 Plaintiff was underpaid and is owed unpaid wages and overtime.

17 30. In addition to the wage violations, TODD COMPANIES and ALL VALLEY
18 engaged in other Labor Code violations, including but not limited to:

- 19 • Failing to provide itemized and accurate wage statements in violation
20 of Labor Code § 226(a); and,
- 21 • Failing to pay all wages owed at time of separation (Lab. Code §203)

22 31. Plaintiff may have worked on other public works projects, other than the Projects
23 listed on Exhibit A, the identities of which are yet unknown. Plaintiff seeks to recover for all days
24 and hours worked on all projects worked, irrespective of the names of the projects, and reserves
25 the right to amend this complaint when the names of all projects are ascertained.

26 32. California law requires that on all public works projects, the contractor provide a
27 payment bond from a qualified surety to guarantee the payment of all wages to all laborers of every
28 class performing labor on, or bestowing skill or other necessary services, on the project. Plaintiff

1 is informed and believes a bond was issued for each public work project in compliance with the
2 Civil Code.

3 33. Following work on the Fresno Island Bus Project, Plaintiff again complained to
4 Defendants thru his boss and company owner and President JAMES WILLIAM TODD II about
5 his wages and the company's failure to comply with California's Prevailing Wage Law. The
6 improper practices continued throughout Plaintiff's employment and Plaintiff continued to
7 question and complain about the non-payment of the proper prevailing wage rate and the payment
8 of two different company checks, TODD COMPANIES and ALL VALLEY. Defendants ignored
9 Plaintiff's request for an understanding of his pay or details of his employment and instead
10 Defendants retaliated and terminated Plaintiff in October 2019.

11 **IV. PRIVATE ATTORNEY GENERAL ACT OF 2004 (LABOR CODE §§ 2698, et seq.)**

12 34. In 2003, California's Legislature declared that, "staffing levels for state labor law
13 enforcement agencies have, in general, declined over the last decade and are likely to fail to keep
14 up with growth of the labor market in the future. It is therefore in the public interest to provide that
15 civil penalties for violations of the Labor Code may also be assessed and collected by aggrieved
16 employees acting as private attorneys general, while also ensuring that state labor law enforcement
17 agencies' enforcement actions have primacy over any private enforcement efforts undertaken
18 pursuant to this act." *Dunlap v Superior Court (2006)* 142 Cal.App.4th 330, 337-338, citing Stats.
19 2003. Ch. 906 section 1.

20 35. In response, California's Legislature passed the Private Attorney General Act of
21 2004 ("PAGA"), which "was adopted to employer aggrieve3d employees, acting as private
22 attorney general, to seek civil penalties for the Labor Code violations, penalties which previously
23 could be assessed only by state agencies." *Dunlap v Superior Court (2006)* 142 Cal. App. 4th 330,
24 336. "Thus, PAGA empowers or deputizes an aggrieved employee to sue for civil penalties 'on
25 behalf of himself or herself and other current or former employees' as an alternative to enforcement
26 by the LWDA." *Id.* At 337 citing to Cal. Lab. Code 2699(a). Class action requirements do not
27 apply to representative actions brought by one employee on behalf of other current or former
28 employees under PAGA. *Arias v. Superior Court (2009)* 46 Cal. 4th 969, 984.

1 36. Prior to bringing the action, the aggrieved employee shall give written notice by
2 certified mail to the Labor and Workforce Development Agency and the employer of the specific
3 provision of this code alleged to have been violated, including the facts and theories to support the
4 alleged violation. *Cal. Lab. Code* 2699.3 (c)(1). The agency shall notify the employer and the
5 aggrieved employee or representative by certified mail that it does not intend to investigate the
6 alleged violation within 60 calendar days of the postmark date of the notice received pursuant to
7 paragraph (1). Upon receive of that notice or if no notice is provided within 65 calendar days of
8 the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee may
9 commence a civil action pursuant to Section 2699.

10 37. The aggrieved employee is entitled to keep 25% of the civil penalties recovered in
11 the PAGA action and the remaining 75% goes to the Labor and Workforce Development Agency.
12 *Cal. Lab. Code* 2699(i).

13 **V. FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY WAGES AND OVERTIME**

15 **California Labor Code §§ 510, 558.1, 201-204, 1194, et seq., 1189, 1811 and 1815**

16 **(By Plaintiff Against Defendants TODD COMPANIES,**

17 **ALL VALLEY, TODD and DOES 1 to 150)**

18 38. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
19 in the preceding paragraphs. .

20 39. California Labor Code § 510 provides in relevant part:

21 Any work in excess of eight hours in one workday and any work in excess of 40
22 hours in any one workweek and the first eight hours worked on the seventh day of
23 work in any one workweek shall be compensated at the rate of no less than one and
24 one-half times the regular rate of pay for an employee. Any work in excess of 12
25 hours in one day shall be compensated at the rate of no less than twice the regular
rate of pay for an employee. In addition, any work in excess of eight hours on a
seventh day of a workweek shall be compensated at the rate of no less than twice
the regular rate of pay of an employee . . .

26 40. California Labor Code §1194 provides in relevant part that: "any employee
27 receiving less than the minimum wage or the legal overtime compensation applicable to the
28 employee is entitled to recover in a civil action the unpaid balance of the full amount of this

1 minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees,
2 and costs of suit."

3 41. Labor Code §1198 provides in relevant part, "the employment for longer hours than
4 those fixed by the order or under conditions of labor prohibited by the order is unlawful."

5 ICW Order No. 16-2001(3)(A)(1) provides in relevant part:

6 Employees shall not be employed more than eight (8) hours in any workday
7 or more than 40 hours in any workweek unless the employee receives one and one-
8 half (1 ½) times such employee's regular rate of pay for all hours worked over 40
9 hours in the workweek. Eight (8) hours of labor constitutes a day's work.
Employment beyond eight (8) hours in any workday or more than six (6) days in
any workweek is permissible provided the employee is compensated for such
overtime at not less than:

10 (a) One and one-half (1 ½) times the employee's regular rate of pay for
11 all hours worked in excess of eight (8) hours up to and including 12 hours in any
12 workday, and for the first (8) hours worked on the seventh (7th) consecutive day of
work in a workweek; and

13 (b) Double the employee's regular rate of pay for all hours worked in
14 excess of 12 hours in any workday and for all hours worked in excess of eight (8)
hours on the seventh (7th) consecutive day of work in a workweek.

15 42. Labor Code §1811 provides, "The time of service of any workman employed upon
16 public work is limited and restricted to 8 hours during any one calendar day, and 40 hours during
17 any one calendar week, except as hereinafter provided for under Section 1815." Section 1815
18 provides in relevant part that "work performed by employees of contractors in excess of 8 hours
19 per day, and 40 hours during any one week, shall be permitted upon public work upon
20 compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the
21 basic rate of pay."

22 43. As alleged herein, Defendants failed to properly compensate Plaintiff for all hours
23 worked, for working off-the-clock, and for overtime. Plaintiff did not receive compensation for
24 all hours worked over eight hours per day or forty hours per week, including working various
25 Saturdays and Sundays.

26 44. In addition, California Labor Code § 226(a) provides in relevant part that: "Every
27 employer shall . . . furnish each of his or her employees . . . an itemized statement in writing
28 showing . . . total hours worked by the employee . . . and all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee.”

3 45. California Labor Code §226(b) then provides in relevant part: “Any employee
4 suffering injury as a result of a knowing and intentional failure by an employer to comply with
5 subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50)
6 for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee
7 for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand
8 dollars (\$4,000) and shall be entitled to an award of costs and reasonable attorney’s fees.”

9 46. By their actions alleged above, Defendants violated the provisions of California
10 Labor Code §§201-204, 226, 510, 1194, et seq., 1198, and 1815 and are therefore liable to Plaintiff
11 for the damages caused.

12 47. During the relevant time period, Defendant JAMES WILLIAM TODD, II was an
13 owner, director, officer and managing agent of TODD COMPANIES and ALL VALLEY and
14 acted on behalf of both Defendants in committing the Labor Code violations as herein alleged and
15 therefore, pursuant to Labor Code §558.1, JAMES WILLIAM TODD, II is personally liable for
16 the violations alleged herein.

17 48. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of wages
18 in amounts to be determined at trial and are entitled to injunctive relief and recovery of such
19 amounts, including interest thereon, attorneys’ fees, costs, and penalties. Wherefore, Plaintiff prays
20 for judgment as set forth herein.

21 **VI. SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY PREVAILING WAGES**

23 **California Labor Code §§ 558.1, 1194, 1771, 1774 et seq.,**

24 **(By Plaintiff Against Defendants TODD COMPANIES,**

25 **ALL VALLEY, TODD, and DOES 1 to 150)**

26 49. Plaintiff re-alleges and incorporates by reference each and every allegation set
27 forth in the preceding paragraphs.

50. At all times mentioned herein, Defendants were subject to the minimum wage requirements pursuant to Labor Code §1194 and to California's Prevailing Wage Law pursuant to Labor Code §1771 et seq., regarding work undertaken in execution of public contracts. Pursuant to Labor Code §1194, Defendants had a duty to pay Plaintiff not less than the minimum required hourly rate of pay and legal overtime wage for his work on the Project. Pursuant to Labor Code §§1771 and 1774, Defendants had a duty to pay Plaintiff not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work.

51. The per diem wages and prevailing wages required to be paid pursuant to Labor Code §§1194, 1771 and 1774 are set forth in annual and semi-annual bulletins published by the California Department of Industrial Relations.

52. Plaintiff was paid less than the minimum required general prevailing rate of per diem wages for his work as required by Labor Code §§§1194, 1771 and 1774. Plaintiff was paid a fraction of the required pay rate.

53. As alleged herein as a result of Defendants' violation of statutory duties, as more fully set forth above, Plaintiff was damaged in an amount above the jurisdictional limits of this court. Plaintiff seeks the difference between the required prevailing wage rate for each hour worked and the amount actually paid. Pursuant to Labor Code §1194.2, Plaintiff seeks liquidated damages for failure to pay minimum wage. Plaintiff's audit and investigations are continuing, however, the amounts claimed are above the jurisdictional minimum requirements of this court. Plaintiff seeks leave of court to amend this Complaint according to proof at the time of trial.

54. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of compensation in amounts to be determined at trial, and are entitled recovery of such amounts, including interest thereon, and attorneys' fees, costs, and penalties. Wherefore, Plaintiff prays for judgment as set forth herein.

VII. THIRD CAUSE OF ACTION

FAILURE TO PAY FOR MISSED MEAL AND REST BREAKS

California Labor Code §§ 226.7 and 512

**(Brought by Plaintiff Against Defendants TODD COMPANIES,
ALL VALLEY, TODD, and DOES 1-150)**

55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

56. At all times during his employment, Plaintiff was covered under the California Labor Code, the California Code of Regulations, and by the provisions of the Industrial Welfare Commission Wage Orders, including IWC orders 16-2001.

57. California Labor Code §§ 512 and 11070 of Title 8 of the California Code of Regulations, Subdiv. 11(A)-(B) require that an employer provide its employees with a 30-minute meal break for every five-hour increment of time worked. California Labor Code § 512(a) states:

(a) An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

58. Subdivision 12(A) of 8 Cal. Code Regs. § 11070 and IWC Wage Orders require mandatory rest periods for non-exempt employees in the State of California. 8 Cal. Code Regs. § 11070, Subdiv. 12(A) states:

(a) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and

one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

59. California Labor Code § 226.7(b), 8 Cal. Code Regs. § 11070, Subdiv. 11(A)-(B) and 8 Cal. Code Regs. § 11070, Subdiv. 12(B) require that if an employer fails to provide an employee a meal or rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

60. Defendants routinely failed to provide Plaintiff with an uninterrupted 30-minute meal break for a work period of more than five hours per day and/or routinely failed to provide Plaintiff with an uninterrupted second 30-minute meal break for a work period of more than 10 hours per day pursuant California Labor Code §§ 512(a) and 226.7, California Code Regs. § 11070 and applicable IWC Wage Orders.

61. Defendants routinely failed to provide Plaintiff with 10-minute paid rest periods every 4 hours of work, or major fraction thereof, in compliance with California Labor Code §§ 512(a) and 226.7, California Code Regs. § 11070 and IWC Wage Orders.

62. As a result of Defendants' failure, Plaintiff is entitled to recover an amount to be proven at trial, of not less than one additional hour of pay at Plaintiff's regular rate of compensation for each workday that all required meal breaks were not provided and one additional hour of pay at Plaintiff's regular rate of compensation for each workday that all required rest periods were not provided.

63. Plaintiff is entitled to and therefore requests an award of pre-judgment interest on the unpaid wages set forth herein. Plaintiff has incurred, and will continue to incur, attorneys' fees and costs in the prosecution of this action. Wherefore, Plaintiff prays for judgment as set forth herein.

VIII. FOURTH CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION
California Labor Code §§ 201-203
(By Plaintiff Against Defendants TODD COMPANIES,

1 **ALL VALLEY, TODD, and DOES 1 to 150)**

2 64. Plaintiff re-alleges and incorporates by reference each and every allegation set
3 forth in the preceding paragraphs.

4 65. Sections 201 and 202 of the California Labor Code require Defendants to pay his
5 employees all wages due within 72 hours of termination of employment. Section 203 of the
6 Labor Code provides that if an employer willfully fails to timely pay such wages the employer
7 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid
8 in full or an action is commenced. The penalty cannot exceed 30 days of wages.

9 66. Plaintiff is entitled to compensation for all forms of wages earned, including, but
10 not limited to, wages earned but not paid, compensation for un-provided meal and/or rest periods,
11 and/or compensation for unlawful deductions, but to date have not received such compensation.

12 67. More than a reasonable amount of time to pay wages due and owing has passed
13 since Plaintiff left Defendant's employ, and on information and belief, they have not received
14 payment for all wages due pursuant to Labor Code, Sections 201-203.

15 68. As a consequence of Defendants' willful conduct in not paying all earned wages
16 when due, Plaintiff is entitled to an additional 30 days wages under Labor Code section 203,
17 together with interest thereon and attorneys' fees and costs. Wherefore, Plaintiff prays for
18 judgment as set forth herein.

19 **VIII. FIFTH CAUSE OF ACTION**

20 **RECOVERY UNDER STATUTORY PAYMENT BONDS**

21 **California Civil Code § 9558**

22 **(Brought by Plaintiff Against Defendant DOES 151 to 175)**

23 69. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
24 in the preceding paragraphs.

25 70. Plaintiff is informed and believes that contemporaneously with the execution of the
26 contracts for public works projects where Plaintiff worked, the Defendant DOES 151-200 issued
27 payment bond(s) for the purpose of complying with Civil Code, which were thereafter filed with
28 and approved by the Awarding Body and/or its agents. The bonds were statutory bonds and

1 provided that if the contractor, or any of their subcontractors, failed to pay for any work or labor
2 performed on one or more of the respective public works projects, or for skill or services provided
3 to one or more of the respective public works projects, that the surety on the bond would pay the
4 same.

5 71. Plaintiff seeks recovery against any and all payment bonds as allowed by law,
6 whether known or unknown, within the applicable statutes of limitations.

7 72. As a further condition of the payment bonds, the sureties and each of them,
8 promised and agreed to pay for all unpaid labor, skill or services on the respective public works
9 projects at issue, for all laborers of every class on the respective public works projects at issue, and
10 for reasonable attorneys' fees to be fixed by the court in case suit was brought on the bond.

11 73. There is now due, owing and unpaid wages for labor performed on one or more of
12 the respective public works projects at issue by Plaintiff. Plaintiff seeks as damages the difference
13 between the amount paid and the legal minimum wage. Plaintiff's audit and investigation are
14 continuing, however, the amounts claimed are above the jurisdictional minimum requirements of
15 this court. Plaintiff will seek leave of court to amend this Complaint according to proof at the time
16 of trial. As a result of the unlawful acts of Defendants, Plaintiff has been deprived of wages in
17 amounts to be determined at trial, and is entitled to recover such amounts, plus interest and
18 penalties thereon, attorneys' fees, and costs. Wherefore, Plaintiff prays for judgment as set forth
19 herein.

20 IX. SIXTH CAUSE OF ACTION

21 RECOVERY UNDER QUALIFYING INDIVIDUAL BONDS

22 (Brought by Plaintiff Against Defendant ACIC, TODD, AND DOES 176 to 200)

23 74. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
24 in the preceding paragraphs.

25 75. Plaintiff is informed and believes that contemporaneously with the execution of the
26 license renewal of defendants TODD COMPANIES and DOES 1-150, Defendant AMERICAN
27 CONTRACTORS INDEMNITY COMPANY, JAMES WILLIAM TODD, II and DOES 176-200
28 caused to be issued qualifying individual bond(s) for the purpose of complying with California

1 law. The bonds were statutory bonds and provided protection to, among others, laborers on public
2 or private works for compensation owed to them.

3 76. Plaintiff seeks recovery against any and all bonds as allowed by law, whether
4 known or unknown, within the applicable statutes of limitations.

5 77. As a further condition of the bonds, the sureties and each of them, promised and
6 agreed to pay for all unpaid labor, skill or services on the respective projects at issue, for all
7 laborers of every class on the respective projects at issue, and for reasonable attorneys' fees to be
8 fixed by the court in case suit was brought on the bond.

9 78. There is now due, owing and unpaid wages for labor performed on one or more of
10 the respective projects at issue by Plaintiff. Plaintiff seeks as damages the difference between the
11 amount paid and the legal minimum wage. Plaintiff's audit and investigation are continuing,
12 however, the amounts claimed are above the jurisdictional minimum requirements of this court.
13 Plaintiff will seek leave of court to amend this Complaint according to proof at the time of trial.
14 As a result of the unlawful acts of Defendants, Plaintiff has been deprived of wages in amounts to
15 be determined at trial, and is entitled to recover such amounts, plus interest and penalties thereon,
16 attorneys' fees, and costs. Wherefore, Plaintiff prays for judgment as set forth herein.

17 **X. SEVENTH CAUSE OF ACTION**

18 **WRONGFUL TERMINATION**

19 **IN VIOLATION OF PUBLIC POLICY**

20 **(By Plaintiff As against Defendants TODD COMPANIES,**

21 **ALL VALLEY and Does 1 - 150)**

22 79. Plaintiff incorporates by reference as though fully set forth herein each of the
23 allegations of the preceding paragraphs.

24 80. Plaintiff was a good and faithful employee of TODD COMPANIES and ALL
25 VALLEY and committed no misconduct detrimental to its interests.

26 81. At all times during Plaintiff's employment Labor Code §§ 1771 and 1774 et seq.
27 was in full force and effect and delineated fundamental, substantial, and well-established policies
28

1 that benefit the public at large rather than private interests and were binding upon Defendants, and
2 each of them, at the time of Plaintiff's termination.

3 82. At all times during Plaintiff's employment Labor Code §§ 201, 202 and 221 et seq.
4 was in full force and effect and delineated fundamental, substantial, and well-established policies
5 that benefit the public at large rather than private interests and were binding upon Defendants, and
6 each of them, at the time of Plaintiff's termination.

7 83. During his employment Plaintiff complained to Defendant including James Todd
8 II about the failure to comply with California's Prevailing Wage Law. The improper practices of
9 being paid by two different checks and various non-statutory rate amounts continued throughout
10 Plaintiff's employment and Plaintiff continued to question and complain about the non-payment
11 of the proper prevailing wage rate, shortage on checks due to improper classification, different
12 company name and absence the proper overtime pay.

13 84. Defendant retaliated by being critical of his work schedule, denying him
14 compensation and treating him with contempt and, in October 2019 Defendants terminated
15 Plaintiff.

16 85. It is the express public policy of the State of California to pay prevailing wages on
17 public works projects (Labor Code §1771, 1774); to pay wages of terminated employees (§203)
18 and to provide rest breaks (§226.7)

19 86. Likewise, it is the express fundamental public policy of the State of California that
20 employers pay employees for all hours worked and pay the proper prevailing wage rates for
21 classified work performed on Public Works projects and not retaliate against employees because
22 of their reporting of said misconduct. [California Government Code § 12920 et seq.]

23 87. Defendant TODD COMPANIES and ALL VALLEY's termination of Plaintiff's
24 employment was in furtherance of its violation of public policy in nonpayment of wages.

25 88. As a direct and proximate cause of the wrongful termination, Plaintiff has been
26 damaged by a loss of wages and benefits from on or about October 2019 to the present. Since the
27 termination, Plaintiff has been unable to obtain permanent comparable positions with comparable
28 pay and benefits. Plaintiff has suffered and continues to suffer loss of income, in an undetermined

1 amount, all in excess of the jurisdictional limits of this court, according to proof to be presented at
2 time of trial. Plaintiff seeks as compensation all past, present, and future lost income.

3 89. The unlawful and improper conduct on the part of Defendants, as alleged herein,
4 was malicious, oppressive and despicable in that after good and faithful service TODD
5 COMANEIS and ALL VALLEY terminated Plaintiff's employment wrongfully, in violation of
6 public policy, in retaliation for complaining of TODD COMPANEIS and ALL VALLEY'S
7 continued Labor Code violations and to avoid payment of back wages owed to Plaintiff. As a result
8 of the malicious and oppressive conduct by Defendant TODD COMANEIS and ALL VALLEY,
9 Plaintiff has suffered and continues to suffer annoyance, aggravation, humiliation and frustration
10 over the circumstances associated with the termination. Defendants conduct was unlawful and in
11 conscious, wanton and reckless disregard for Plaintiff's rights and in disregard of public policy
12 and of the consequences and the cruel and unjust hardship resulting to Plaintiff. As such, Plaintiff
13 seeks an award of exemplary and punitive damages in sums to be ascertained at trial.
14 WHEREFORE, Plaintiff seeks damages from Defendants, and each of them, as herein set forth.

15
16 **XI. EIGHTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **California Bus. & Prof. Code §§ 17200 et seq.**

19 **(Brought by Plaintiff Against Defendants TODD COMPANIES,**

20 **ALL VALLEY and DOES 1 to 150)**

21 90. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
22 in the preceding paragraphs.

23 91. Plaintiff seeks equitable relief for restitution and to enjoin Defendants from
24 engaging in the practices alleged in this Complaint and to require Defendants pay all monies
25 wrongfully withheld by Defendants' unfair business practices and unlawful competition.

26 92. At all times relevant hereto, California Business and Professions Code §17200 et
27 seq. were in full force and effect. Section 17200 of the Business and Professions Code provides,
28

1 in relevant part, that “unfair competition shall mean and include any unlawful, unfair, or fraudulent
2 business act or practice. . . .”

3 93. Defendants, and each of them, are “persons” as defined under Business and
4 Professions Code §17021. Each of the directors, officers, and/or agents of Defendants, and each
5 of them, are equally responsible for the acts of the other directors, officers, employees and/or
6 agents as set forth in the Business and Professions Code §17095.

7 94. Plaintiff suffered injury in fact and has lost money as a result of the unfair
8 competition of Defendants.

9 95. Plaintiff brings this action within the four-year statute of limitations under §17208
10 of the California Business and Professions Code.

11 96. Defendants, and each of them, engaged in unlawful and unfair business practices
12 under California Business and Professions Code §17203. Defendants failed to pay required wages,
13 including but not limited to failing to pay wages pursuant to IWC orders, Labor Code statutes and
14 to pay for all hours worked. Defendants failed to pay prevailing wages on public works projects,
15 all of which manifested as a pattern and practice whereby the Defendants engaged in unfair
16 competition and unfair business practices. Specifically, Defendants gained a competitive
17 advantage in the marketplace by failing to pay lawful wages that were required of any other
18 legitimate businesses as a requirement to engage in public works in the State of California.

19 97. At all times material to this action, Defendants’ conduct described above is an
20 unfair, unlawful and/or fraudulent business practice in violation of California Business &
21 Professions Code §17200, et seq.

22 98. As set forth below, Plaintiff alleges, that by the wrongful conduct as alleged,
23 Defendants have engaged in business within the State of California, as set forth and defined in
24 Business and Professions Code §§17026, 17029, and 17073, in a manner that injures workers on
25 Public Works projects, leads to misrepresentations to the public about the manner in which
26 Defendants engaged in business, and/or destroys competition in violation of Business and
27 Professions Code §17043.

99. Upon information and belief, Plaintiff alleges that Defendants engaged in the acts and omissions heretofore alleged for the purpose of profiting from lower labor costs and obtaining an unlawful or unfair advantage in the California public works construction market, all in a scheme to engage in unfair competition, at the expense of Plaintiff and to the detriment of public policy for the lawful employment of workers on construction projects, including public works projects.

100. As a direct and proximate result of these acts and omissions, the Defendants, and each of them, were able to unfairly compete in the State of California as contractor or subcontractor in violation of the Labor Code and the Business and Professions Code.

101. Plaintiff seeks restitution of all unpaid wages. In addition to restitution and restoration of all wages owed to Plaintiff, Plaintiff seeks to enforce any and all applicable equitable remedies, including but not limited to an equitable accounting.

XII. NINTH CAUSE OF ACTION

VIOLATION OF PRIVATE ATTORNEY GENERAL ACT OF 2004

California Labor Code §§ 2698 et seq.

(Brought by Plaintiff Bryan Cervantes On Behalf of Himself and All Aggrieved Employees)

Against Defendants TODD COMPANIES,

ALL VALLEY and DOES 1 to 150)

102. Plaintiff re-alleges and incorporate by reference each and every allegation set forth in the preceding paragraphs.

103. Plaintiff seeks civil penalties for the above acts, which violate the California Labor Code, under the Private Attorneys General Act (“PAGA”), Cal. Labor Code §§ 2698 et seq..

104. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney’s fees and costs.

1 105. Plaintiff seeks to recover PAGA civil penalties through a representative action
2 permitted by PAGA and the *California Supreme Court in Arias v Superior Court*, (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims is not required.

4 106. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following
5 Labor Code provisions:

6 A. Failure to pay overtime – violation of California Labor Code §§ 510 and
7 1198

8 B. Failure to pay prevailing wages – violation of public works laws,
9 including prevailing wage law; California Labor Code §§ 1194, 1771,
10 1774, 1775, 1776, 1777.5

11 C. Failure to pay minimum wages – violation of California Labor Code
12 §§ 1182.12, 1194, 1197, 1197.1 and 1198.

13 D. Failure to provide meal and rest breaks – violation of California Labor
14 Code §§ 226.7, 512(a) and 1198.

15 E. Failure to provide accurate itemized wage statements – violation of
16 California Labor Code §§ 226(a), 1174(d) and 1198.

17 F. Failure to pay wages timely – violation of California Labor Code § 204

18 G. Failure to pay waiting time penalties – violation of California Labor Code
19 §§ 201, 202, and 203.

20 H. Violation of California Labor Code §§ 2810.S(a)(I){A} – [C]

21 I. California Labor Code § 558(a)

22 107. On January 20, 2020, Plaintiff gave written notices by certified mail to JT2, Inc.
23 dba Todd Companies, Inc. and All Valley Crushing Corporation outlining violations of various
24 provision of the California Labor Code as alleged in this Complaint to the Labor and Workforce
25 Development Agency (“LWDA”). Attached hereto as Exhibit “B” and “C” respectively are true
26 and correct copies of the PAGA Notice Letters, dated January 20, 2020, service via U.S. Certified
27 Mail.
28

1 108. The LWDA did not provide notice of its intention to investigate Defendants'
2 alleged violations within sixty-five (65) calendar days of the postmark date of the notice sent by
3 Plaintiff. *See* Cal. Labor Code §§ 2699.3(a)(2)(A).

4 109. With respect to violations of Labor Code §§ 510, 512, Labor Code §§ 558 imposes
5 a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial
6 violations for each unpaid employee for each pay period for which the employee was underpaid in
7 addition to an amount sufficient to recover underpaid wages, and one hundred dollars (\$100) for
8 subsequent violations for each underpaid employee for each pay period for which the employee
9 was under paid in addition to an amount sufficient to recover underpaid wages.

10 110. With respect to violations of Labor Code §§ 226(a), Labor Code 226.3 imposes a
11 civil penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250)
12 per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
13 employee for each subsequent violation of Labor Code §§ 226(a).

14 111. With respect to violations of Labor Code §§ 1770 – 1784, Labor Code §§ 1771.1(g)
15 imposes a civil penalty in addition to any other penalty provided by law of one-hundred dollars
16 (\$100) for each day of work performed in violation of the registration requirement and 1771.1(h)
17 imposes a civil penalty in addition to any other penalty provided by law of \$100 dollars (\$100) for
18 each day the unregistered lower tier subcontractor performs work in violation of the registration
19 requirement.

20 112. Moreover, Plaintiff seeks civil penalties in the amount of unpaid wages owed to
21 aggrieved employees pursuant to Labor Code §§ 558(a)(3).

22 113. With respect to violations of Labor Code §§ 1174, Labor Code section 1174.5
23 imposes a civil penalty of \$500.

24 114. Labor Code §§ 2699 et seq. imposes a civil penalty of one hundred dollars (\$100)
25 per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per
26 pay period, per aggrieved employee for subsequent violations for all Labor Code provisions with
27 which a civil penalty is not specifically provided, including Labor Code §§ 226.7, 226.8, 1174,
28 1182.12, 1194, 1197, 1198, and 2802.

1
2 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
3 follows:

4 **A. FOR THE FIRST AND SECOND CAUSES OF ACTION:**

5 1. For damages for unpaid wages, including overtime, measured as the difference
6 between accrued wages at the proper wages and the actual wages paid to Plaintiff and for such
7 damages as may be recoverable under law, according to proof at trial;

8 2. For liquidated damages per Labor Code § 1194.2 for failure to pay minimum wage.

9 3. Damages per Labor Code § 226(a), up to \$4,000, for false itemized wage
10 statements pursuant to California law;

11 4. Pursuant to California law, an award of all accrued interest from the date that the
12 wages were due and payable at the lawful rate specified in subdivision;

13 5. For waiting time penalties equal to 30 days wages under Labor Code §203; and

14 6. An award to Plaintiff for all reasonable attorneys' fees and costs pursuant to
15 California Labor Code § 1194 and/or other applicable state laws.

16 **B. FOR THE THIRD CAUSE OF ACTION:**

17 1. For damages for unpaid wages for missed meal and rest periods pursuant to Labor
18 Code § 226.7(b) in the amount of one additional hour of pay at the worker's rate of compensation
19 for each work day that all meal periods were provided, and one additional hour of pay at the
20 worker's rate of compensation for each work day that all required rest periods were not provided,
21 according to proof at trial;

22 2. For statutory penalties as may be recoverable under law;

23 3. For pre-judgment interest;

24 4. For attorneys' fees and costs pursuant to Labor Code §§ 226.7(b), 1194 and/or
25 other applicable state laws.

26 **C. FOR THE FOURTH CAUSE OF ACTION:**

27 1. Waiting time penalties of thirty days of pay at Plaintiff's regular rate of pay, for
28 interest thereon at the maximum legal rate, and for reasonable attorney fees and costs.

1 **D. FOR THE FIFTH AND SIXTH CAUSE OF ACTION:**

2 1. For damages for unpaid wages, including overtime, measured as the difference
3 between accrued wages at the proper wages and the actual wages paid to Plaintiff and for such
4 damages as may be recoverable under law, according to proof at trial;

5 2. For liquidated damages per Labor Code §1194.2 for failure to pay minimum wage;

6 3. Damages per Labor Code § 226(a), up to \$4,000, for false itemized wage statements
7 pursuant to California law;

8 4. Pursuant to California law, an award of all accrued interest from the date that the
9 wages were due and payable at the lawful rate specified in subdivision;

10 5. For waiting time penalties equal to 30 days wages under Labor Code §203;

11 6. For waiting time penalties equal to 30 days wages under Labor Code §203.5, and,

12 7. For attorneys' fees and costs.

13 **E. FOR THE SEVENTH CAUSE OF ACTION:**

14 1. Special Damages as allowed by law including but not limited to past and future loss
15 of income.

16 2. General Damages according to proof;

17 3. Punitive damages, according to proof;

18 **F. FOR THE EIGHTH CAUSE OF ACTION:**

19 1. An order imposing a constructive trust upon Defendants to compel them to transfer
20 Plaintiff's wages that have been wrongfully obtained and withheld by Defendants to the detriment
21 of Plaintiff;

22 2. An award of restitution to Plaintiff in the amount equal to all unpaid wages,
23 including overtime wages owed, in a total amount to be proven at trial, plus interest as provided
24 by statute;

25 3. A declaration that Defendants have engaged in unlawful and unfair business
26 practices in violation of Cal. Bus. & Prof. Code § 17200 et seq. and notice to relevant governmental
27 agencies and departments as determined by the Court;

1 4. A preliminary and/or permanent and mandatory injunction as provided under
2 California Business and Professions Code §§ 17200 et seq. enjoining Defendants and their
3 respective successors, agents, servants, officers, directors, employees and all persons acting in
4 concert with them from pursuing the policies, acts and practices complained of herein and
5 prohibiting Defendants from continuing such acts of unfair and illegal business acts and practices;

6 5. Equitable remedies, including but not limited to an equitable accounting, as the
7 Court deems just and proper under the circumstances.

8 **G. FOR THE NINTH CAUSE OF ACTION:**

9 1. That the Court declare, adjudge and decree that Defendants violated the following
10 California Labor Code sections: 510 and 1198 (by failing to pay all overtime wages); 1182.12,
11 1194, 1197, 1197.1, and 1198, (by failing to pay at least minimum wages for all hours worked);
12 1771, 1775, 1776, and 1777.5 (for failure to pay prevailing wages – violations of public works
13 laws); 226.7, 512(a), and 1198 (by failing to provide meal or rest periods or the required
14 compensation in lieu thereof); 226(a) and 1198 (by failing to provide accurate and complete wage
15 statements); 1174(d) (by failing to maintain accurate and complete payroll records); 201, 202, 203
16 (by failing timely to pay all unpaid wages upon termination); 204 (by failing timely to pay all
17 earned wages during employment); 1198 (by failing to pay reporting time pay and split-shift
18 premiums), and 2810.5 (by failing to provide written notice of information material to
19 employment); and that Defendants committed said violations of the Labor Code against Plaintiff
20 and Defendants' current and former employees;

21 2. For civil penalties for conduct occurring any time between one year prior to the
22 filing of this complaint and judgment, pursuant to California Labor Code sections 210, 226.3, 558,
23 1174.5, 1197.1, 2699(a) and/or 2699(f) and (g), plus costs and attorneys' fees, for violations of
24 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12,
25 1194, 1197, 1197.1, 1198, 1771, 1775, 1776, 1777.5, 2802, and 2810.5;

26 3. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1),
27 and any and all other relevant statutes, for Defendants' violations of California Labor Code
28

1 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1,
2 1198, and 2810.5;

3 4. For pre-judgment and post-judgment interest as provided by law; and

4 5. For such other and further relief as the Court may deem equitable and appropriate

5 **H. FOR ALL CAUSES OF ACTION:**

6 1. For reasonable attorneys' fees and costs pursuant to California law;

7 2. For expenses and costs of suit;

8 3. For pre-judgment interest; and

9 4. Such other relief as the court deems just and proper under the circumstances.

10
11 Dated: June 23, 2020

DONAHOO & ASSOCIATES, PC

12
13 By:



14 Richard E. Donahoo

15 Sarah L. Kokonas

16 Judith L. Camilleri

17 William E. Donahoo

18 Attorneys for Plaintiff

Exhibit A

As stated in Plaintiff's complaint, Plaintiff seeks recovery on each and every project where he worked and was not paid the wages he was entitled to. (See, e.g. Complaint ¶31) The identity of each and every project is unknown but will be discovered in discovery. In a good faith attempt to identify the projects, Plaintiff provides the following list of projects:

PROJECTS

1. Visalia Riverway Sports Park
2. Selma High School
3. Porterville Granite High School
4. Frank Kohn Elementary School
5. Wilson Elementary School
6. City of Fresno Buffer Median Island Bus Upgrades FC00075

EXHIBIT B

EXHIBIT B

DONAHOO & ASSOCIATES, PC
ATTORNEYS

440 W. First Street, Suite 101
Tustin, California 92780
Telephone (714) 953-1010
Facsimile (714) 953-1777

January 20, 2020

VIA ONLINE SUBMISSION

JT2, Inc.
dba Todd Companies, Inc.
3322 E. Vassar Court
Visalia, CA 93292

via U.S. Certified Mail

California Labor & Workforce
Development Agency (LWDA)
ATTN: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Filed online at <http://www.dir.ca.gov/>

Re: **Bryan Cervantes v JT2, Inc dba Todd Companies, Inc.**
California Labor Code § 2699 Penalties

Dear Sir or Madam:

Please be advised that Mr. Bryan Cervantes (hereinafter "Plaintiff") has retained Donahoo & Associates, PC to represent him and other aggrieved employees for wage and hour claims, and other Labor Code violations, against JT2, Inc. dba Todd Companies, Inc. (referred to as "EMPLOYER" or "You" and/or referred to with "Your" and "Yours"). EMPLOYER is hereby on notice that Plaintiff seeks compensation and all other available relief.

Plaintiff was employed as a truck drive, laborer and construction worker from on or about April 4, 2019, through on or about October 31, 2019.

Pursuant to the procedures specified in California Labor Code Section 2699.3, Plaintiff claims that You have violated, and/or caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California Labor Code 2698 et seq.

1. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of proper wage statements. Among other things, employees were given wage statements which were missing hours, including overtime hours and pay, hours for missed meal and rest breaks, and time spent working during meal breaks. EMPLOYER required Plaintiff to not record all hours worked in furtherance of the days assigned

projects including travel time to and from projects and job sites leading to inaccurate time-keeping for Plaintiff's regular hours, meal and rest breaks, and overtime pay.

2. EMPLOYER has failed to keep accurate payroll records showing total hours worked and wages paid to Plaintiff. EMPLOYER timekeeping method did not include all hours worked, leading to inaccurate timekeeping for Plaintiff's meal breaks. Time sheets and related records were created and compiled by EMPLOYER and set to make it look like Plaintiff always worked exactly 8 hours per day and never missed meal or rest breaks, and never reflected any overtime hours or pay.

3. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of meal breaks where they were to be relieved of all duties for at least 30 minutes. Plaintiff's workload and schedule, combined with a lack of staffing, did not always allow them to a meal break during their work shifts.

4. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of rest breaks where they were to be relieved of all duties for at least 10 minutes. Plaintiff's workload and schedule, combined with a lack of staffing, did not always allow them to a rest break during their work shifts.

5. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of being paid minimum wage when working off the clock or overtime.

6. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of being paid full wages when they worked off the clock and/or without overtime pay. Plaintiff worked overtime and was paid at a regular rate. Plaintiff was not always paid for all work he performed.

7. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of certain protections of the Industrial Welfare Commission Orders and the California Labor Code including overtime pay at a proper overtime rate and prevailing wage rates.

8. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of timely payment of wages at discharge.

9. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees an amount equal to or greater than the minimum prevailing wage requirements pursuant to Labor Code § 1771 et seq.

10. EMPLOYER retaliated against Plaintiff when Plaintiff complained about his paychecks missing wages owed. Plaintiff's supervisors became upset at Plaintiff when

Plaintiff asked for an accounting or reconciliation for missing pay which occurred frequently and terminated Plaintiff as an employee for asking to be paid the full amounts owed to him.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty meal periods as required by California law. Plaintiff and similarly situated employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and applicable Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. Some employees were also due a second meal break as they worked in excess of ten (10) hours. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. As a result of violations of California Labor Code §§ 226.7 and 512 and applicable Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty rest periods as required by California law. Plaintiff and other employees regularly worked in excess of 3.5 hours or major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Orders 16-2001 and 17-2001.

EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. Many employees, including Plaintiff, were forced to skip or take untimely rest breaks without appropriate compensation. As a result of violations of California Labor Code §§ 226.7, 512 and applicable Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Unlawful Failure to Furnish Wage Statements

EMPLOYER has violated California Labor Code § 226(a) by willfully failing to furnish Plaintiff and other employees with required full and complete wage statement information. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 et seq.

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Plaintiff and others were deprived of accurate wage statements showing various necessary items of information such as total hours worked, and applicable hourly rates. Moreover, EMPLOYER's employees' work hours, overtime time hours and pay, missed rest or meal break premiums, wages, without limitation, were misreported on their wage statements. As a result of violations of California Labor Code §226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 et seq.

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

EMPLOYER has failed to keep payroll records showing total hours worked and wages paid to Plaintiff and other employees by paying employees in part or in full in checks from other entities without proper corresponding wage statements. Under California Labor Code § 1174(d), employers must keep "payroll records showing the hours worked daily by and the wages paid to employees. Because EMPLOYER did not keep accurate time records reflecting hours worked for Plaintiff and other employees, including but not limited to beginning work prior to arriving at the job site, and after leaving the job site and returning to the yard, it is liable for civil penalties pursuant to California Labor Code § 2698 et seq. To the extent that EMPLOYER's failure to keep

accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

Unlawful Failure to Pay Minimum Wage

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders for failure to pay minimum wage, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 et seq.

Unlawful Violation of California Labor Code § 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 et seq., an employer who "requires or causes any employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of the Labor Code regarding employees' wages, hours, and working conditions, is subject to PAGA penalties.

As described above, EMPLOYER has required Plaintiff and other employees to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)), failed to provide adequate rest and meal breaks, failed to pay minimum wage, and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)). Accordingly, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 et seq.

Unlawful Failure to Pay Overtime

EMPLOYER fails to maintain a policy that compensates Plaintiff and other employees for all hours worked, including overtime. Plaintiff worked Saturdays without being paid overtime, had his hours divided between paychecks from more multiple companies and the time at the end of the shift not included on pay checks. As a result of violations of California Labor Code §§ 510, 1194, and applicable Industrial Welfare Commission Wage Orders for failure to pay overtime, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Retaliation Labor Code § 98.6

Labor Code § 98.6 "(a) A person shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action against any employee or applicant for employment because the employee or applicant engaged in any conduct delineated in this chapter, including the conduct described in subdivision (k) of Section

96, and Chapter 5 (commencing with Section 1101) of Part 3 of Division 2, or because the employee or applicant for employment has filed a bona fide complaint or claim or instituted or caused to be instituted any proceeding under or relating to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written or oral complaint that he or she is owed unpaid wages, or because the employee has initiated any action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her." EMPLOYER retaliated against Plaintiff by terminating him for complaining about not being paid all wages owing him.

Unlawful Failure to Pay Prevailing Wages on Public Works

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum prevailing wage requirements pursuant to Labor Code § 1771 et seq., regarding work undertaken in execution of public contracts. Pursuant to Labor Code § 1194, EMPLOYER had a duty to pay Plaintiff and other aggrieved employees not less than the minimum required hourly rate and legal overtime wage for their work on the public works contract. Pursuant to Labor Code §§ 1771 and 1774, EMPLOYER has a duty to pay Plaintiffs and other aggrieved employees not less than the general prevailing wage of per diem wages and not less than the general prevailing rate of per diem wages for holiday and overtime work. EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1771, 1774 and 2698 et seq.

Unlawful Failure to Pay Wages Due Upon Termination

EMPLOYER has violated California Labor Code §§ 201 and 202 by willfully failing to pay all compensation due and owing to Plaintiff and other aggrieved employees at the time employment was terminated. EMPLOYER willfully failed to pay Plaintiff and other aggrieved employees all compensation due upon termination of employment as required under California Labor Code §§ 201 and 202. Pursuant to §§ 203 and 256 of the Labor Code, Plaintiffs and other employees are now also entitled to recover up to thirty (30) days of wages due to Defendant's "willful" failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code. Additionally, because EMPLOYER violated California Labor Code §§ 201, 201 and 203 of the Labor Code, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 et seq.

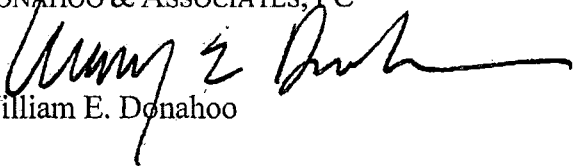
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EMPLOYER has violated or has caused to be violated a number of California wage and hour laws. Plaintiff therefore intend to file civil claims for the aforementioned violations of the Labor Code and other law. Plaintiff request the agency review this notice per PAGA's provisions.

Very Truly Yours,

DONAHOO & ASSOCIATES, PC



William E. Donahoo

WED:la

EXHIBIT C

EXHIBIT C

DONAHOO & ASSOCIATES, PC
ATTORNEYS

440 W. First Street, Suite 101
Tustin, California 92780
Telephone (714) 953-1010
Facsimile (714) 953-1777

January 20, 2020

VIA ONLINE SUBMISSION

All Valley Crushing Corporation
1601 N. Clancy Ct., Suite B,
Visalia, CA 93291

via U.S. Certified Mail

California Labor & Workforce
Development Agency (LWDA)
ATTN: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Filed online at <http://www.dir.ca.gov/>

Re: **Bryan Cervantes v All Valley Crushing Corporation**
California Labor Code § 2699 Penalties

Dear Sir or Madam:

Please be advised that Mr. Bryan Cervantes (hereinafter "Plaintiff") has retained Donahoo & Associates, PC to represent him and other aggrieved employees for wage and hour claims, and other Labor Code violations, against All Valley Crushing Corporation (referred to as "EMPLOYER" or "You" and/or referred to with "Your" and "Yours"). EMPLOYER is hereby on notice that Plaintiff seeks compensation and all other available relief.

Plaintiff was employed as a truck drive, laborer and construction worker from on or about April 4, 2019, through on or about October 31, 2019.

Pursuant to the procedures specified in California Labor Code Section 2699.3, Plaintiff claims that You have violated, and/or caused to be violated, several Labor Code provisions, and is therefore liable for civil penalties under California Labor Code 2698 et seq.

1. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of proper wage statements. Among other things, employees were given wage statements which were missing hours, including overtime hours and pay, hours for missed meal and rest breaks, and time spent working during meal breaks. EMPLOYER required Plaintiff to not record all hours worked in furtherance of the days assigned

projects including travel time to and from projects and job sites leading to inaccurate time-keeping for Plaintiff's regular hours, meal and rest breaks, and overtime pay.

2. EMPLOYER has failed to keep accurate payroll records showing total hours worked and wages paid to Plaintiff. EMPLOYER timekeeping method did not include all hours worked, leading to inaccurate timekeeping for Plaintiff's meal breaks. Time sheets and related records were created and compiled by EMPLOYER and set to make it look like Plaintiff always worked exactly 8 hours per day and never missed meal or rest breaks, and never reflected any overtime hours or pay.

3. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of meal breaks where they were to be relieved of all duties for at least 30 minutes. Plaintiff's workload and schedule, combined with a lack of staffing, did not always allow them to a meal break during their work shifts.

4. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of rest breaks where they were to be relieved of all duties for at least 10 minutes. Plaintiff's workload and schedule, combined with a lack of staffing, did not always allow them to a rest break during their work shifts.

5. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of being paid minimum wage when working off the clock or overtime.

6. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of being paid full wages when they worked off the clock and/or without overtime pay. Plaintiff worked overtime and was paid at a regular rate. Plaintiff was not always paid for all work he performed.

7. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of certain protections of the Industrial Welfare Commission Orders and the California Labor Code including overtime pay at a proper overtime rate and prevailing wage rates.

8. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees of timely payment of wages at discharge.

9. EMPLOYER willfully and wrongfully deprived Plaintiff and other aggrieved employees an amount equal to or greater than the minimum prevailing wage requirements pursuant to Labor Code § 1771 et seq.

10. EMPLOYER retaliated against Plaintiff when Plaintiff complained about his paychecks missing wages owed. Plaintiff's supervisors became upset at Plaintiff when Plaintiff asked for an accounting or reconciliation for missing pay which occurred

frequently and terminated Plaintiff as an employee for asking to be paid the full amounts owed to him.

Unlawful Failure to Provide Uninterrupted Off-Duty Meal Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty meal periods as required by California law. Plaintiff and similarly situated employees regularly worked in excess of five (5) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and applicable Wage Orders. EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods. Some employees were also due a second meal break as they worked in excess of ten (10) hours. They would be required to work through their meal breaks, or take short meal breaks, and no premium compensation was provided. As a result of violations of California Labor Code §§ 226.7 and 512 and applicable Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Unlawful Failure to Provide Uninterrupted Off-Duty Rest Periods

EMPLOYER has failed to maintain a policy that provides Plaintiff and other employees with off-duty rest periods as required by California law. Plaintiff and other employees regularly worked in excess of 3.5 hours or major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Orders 16-2001 and 17-2001.

EMPLOYER failed to pay Plaintiff and other employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods. Many employees, including Plaintiff, were forced to skip or take untimely rest breaks without appropriate compensation. As a result of violations of California Labor Code §§ 226.7, 512 and applicable Wage Orders, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558 and 2698 et seq.

Unlawful Failure to Furnish Wage Statements

EMPLOYER has violated California Labor Code § 226(a) by willfully failing to furnish Plaintiff and other employees with required full and complete wage statement information. As a result of violations of California Labor Code § 226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 et seq.

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or

voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

Plaintiff and others were deprived of accurate wage statements showing various necessary items of information such as total hours worked, and applicable hourly rates. Moreover, EMPLOYER's employees' work hours, overtime time hours and pay, missed rest or meal break premiums, wages, without limitation, were misreported on their wage statements. As a result of violations of California Labor Code §226(a), EMPLOYER is liable for civil penalties pursuant to California Labor Code Labor Code §§ 226.3 and 2698 et seq.

Unlawful Failure to Keep Accurate Payroll Records of Daily Hours Worked

EMPLOYER has failed to keep payroll records showing total hours worked and wages paid to Plaintiff and other employees by paying employees in part or in full in checks from other entities without proper corresponding wage statements. Under California Labor Code § 1174(d), employers must keep "payroll records showing the hours worked daily by and the wages paid to employees. Because EMPLOYER did not keep accurate time records reflecting hours worked for Plaintiff and other employees, including but not limited to beginning work prior to arriving at the job site, and after leaving the job site and returning to the yard, it is liable for civil penalties pursuant to California Labor Code § 2698 et seq. To the extent that EMPLOYER's failure to keep accurate payroll records was willful, it is liable for civil penalties under California Labor Code § 1174.5.

Unlawful Failure to Pay Minimum Wage

EMPLOYER has failed to maintain a policy that compensates Plaintiff and other employees an amount equal to or greater than the minimum wage for all hours worked, as required by California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders. As a result of violations of California Labor Code §§ 1194, 1197, 1197.1 and applicable Industrial Welfare Commission Wage Orders for failure to pay minimum wage, EMPLOYER is liable for civil penalties pursuant to California Labor Code §§ 558, 1197.1, and 2698 et seq.

Unlawful Violation of California Labor Code § 1199

Under California Labor Code §§ 1199(a) and (c) and 2699.5 et seq., an employer who "requires or causes any employee to work for longer hours than those fixed" or "violates or refuses or neglects to comply with any provision of the Labor Code regarding employees' wages, hours, and working conditions, is subject to PAGA penalties.

As described above, EMPLOYER has required Plaintiff and other employees to work hours in excess of eight (8) in a day and forty (40) in a week (thereby violating § 1199(a)), failed to provide adequate rest and meal breaks, failed to pay minimum wage, and has violated numerous provisions of the Labor Code pertaining to employee wages and hours (thereby violating § 1199(b)). Accordingly, EMPLOYER is liable for civil penalties pursuant to California Labor Code § 2698 et seq.

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action or notice pursuant to Section 2699, or has testified or is about to testify in a proceeding pursuant to that section, or because of the exercise by the employee or applicant for employment on behalf of himself, herself, or others of any rights afforded him or her." EMPLOYER retaliated against Plaintiff by terminating him for complaining about not being paid all wages owing him.

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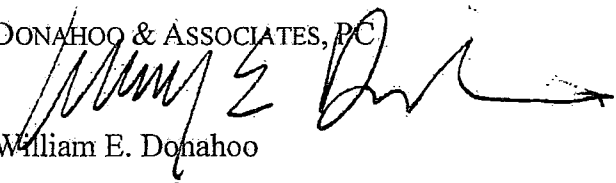
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EMPLOYER has violated or has caused to be violated a number of California wage and hour laws. Plaintiff therefore intend to file civil claims for the aforementioned violations of the Labor Code and other law. Plaintiff request the agency review this notice per PAGA's provisions.

Very Truly Yours,

DONAHOO & ASSOCIATES, PC

A handwritten signature in black ink, appearing to read 'William E. Donahoo', is written over the printed name and firm name.

William E. Donahoo

WED:la

PROOF OF SERVICE
Code Civ. Proc. § 1013a(3)

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 440 West First Street, Suite 101, Tustin, California 92780.

On June 23, 2020, I served the foregoing document described as **STIPULATION AND [PROPOSED] ORDER GRANTING PLAINTIFF LEAVE TO FILE A FIRST AMENDED COMPLAINT** on the interested parties in this action by placing a true copy thereof in a sealed envelope addressed to the parties listed on the attached service list.

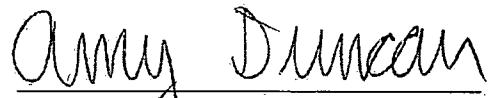
() BY MAIL: I am "readily familiar" with the firm's practice of collection and processing mail. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Tustin, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

() BY FACSIMILE: I transmitted a true copy from facsimile number (714) 953-1777 to the facsimile numbers listed on the attached service listed. Upon completion of transmission there were no errors reported.

(X) BY ELECTRONIC TRANSMISSION: I transmitted a true copy via electronic mail to the addresses listed on the attached service list.

() BY NEXT-DAY DELIVERY: Causing overnight delivery of the document(s) listed herein via **ONTRAC OVERNIGHT**, to the address (es) set forth on the attached service list.

Executed on June 23, 2020, at Tustin, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Amy Duncan

SERVICE LIST

Matthew W. Quall
Matthew R. Dardenne
Quall Cardot LLP
205 E. River Park Circle, Suite 110
Fresno, California 93720
mquall@quallcardot.com
mdardenne@quallcardot.com

Attorneys for Defendants
JT2, Inc.;
James William Todd, II
All Valley Crushing Corporation;
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Fidelity and Deposit Company of Maryland