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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO CIVIL DIVISION

FEB 21 2020

[Signature]
VERONICA GONZALEZ, DEPUTY

Attorneys for Plaintiff MAGNO PORTILLA, as an individual and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

MAGNO PORTILLA, as an individual and on behalf of all similarly situated employees,

Plaintiff,

vs.

MYR GROUP, INC.; STURGEON
ELECTRIC CALIFORNIA, LLC; and DOES
1-50, inclusive,

Defendants.

Case No.

CIV DS 2005484

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Overtime Wages and Minimum Wage;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Ending Employment;
6. Failure to Indemnify for Expenditures; and
7. Unfair Competition (Business and Professions Code § 17200 et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff MAGNO PORTILLA (hereinafter “Mr. Portilla” or “Plaintiff”), as an individual
2 and on behalf of all others similarly situated, complains, and alleges as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class of similarly
5 situated former and current employees he seeks to represent (“Plaintiff Class” or “Class
6 Members.”) Class Members consist of all non-exempt, hourly-paid employees currently and/or
7 formerly employed by Defendants MYR GROUP, INC. and STURGEON ELECTRIC
8 CALIFORNIA, LLC (hereinafter “Defendants,”) during the Class Period. The term “Class
9 Period” is defined as four (4) years prior to the filing of the complaint through the date of
10 judgment. Plaintiff reserves the right to amend this complaint to reflect a different “Class Period”
11 as further discovery is conducted.

12 2. Plaintiff, individually, and on behalf of Class Members he seeks to represent, seeks
13 relief against Defendants for: (1) the failure to pay all wages due in violation in accordance with
14 Labor Code sections 510 and 1194, as well as California Code of Regulations, Title 8, section
15 11160, subdivision (3), including both regular and overtime wages; (2) the failure to provide meal
16 periods or compensation in lieu thereof pursuant to Labor Code sections 226.7, 512 as well as 8
17 CCR section 11160, subd. (10); (3) the failure to provide legally compliant rest periods pursuant
18 to Labor Code sections 226.7, 512 as well as 8 CCR section 11160, subd. (11); (4) the failure to
19 pay wages of terminated or resigned employees pursuant to Labor Code sections 201, 202, 203;
20 (5) the failure to provide accurate itemized wage statements upon payment of wages pursuant to
21 Labor Code sections 226, subdivision (a), 1174, 1175; and (6) failure to indemnify/reimburse
22 employer-related business expenditures pursuant to Labor Code section 2802.

23 3. Plaintiff further seeks equitable remedies in the form of declaratory relief and
24 injunctive relief, and relief under the Business and Professions Code sections 17200 et seq. for
25 unfair business practices.

26 4. At all times relevant herein, Defendants carried out a joint scheme, business plan,
27 or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
28 the other Defendants. Defendants have consistently maintained and enforced against Class

1 Members the following unlawful practices and policies:

- 2 a. willfully refusing to pay Plaintiff and Plaintiff Class for all hours worked,
3 including both regular and overtime;
- 4 b. willfully refusing to permit Plaintiff and Plaintiff Class from taking rest
5 periods or compensation in lieu thereof;
- 6 c. willfully refusing to permit Plaintiff and Plaintiff Class from taking legally
7 compliant meal periods or compensation in lieu thereof
- 8 d. willfully refusing to furnish to Plaintiff and Plaintiff Class accurate itemized
9 wage statements upon payment of wages;
- 10 e. willfully refusing to compensate Plaintiff and certain members of the Plaintiff
11 Class wages due and owing at the time of Plaintiff and Plaintiff Class'
12 employment with Defendants ended; and
- 13 f. willfully refusing to indemnify Plaintiff and Class Members reasonable
14 business expenditures incurred in the scope of their duties.

15 **JURISDICTION AND VENUE**

16 5. Venue is proper in this judicial district and the County of San Bernardino because
17 the Defendants maintain their locations in this county, transact business in this county, the
18 obligations and liability arise in this county, making the subject of this action in the County of
19 San Bernardino, State of California.

20 6. The wages, statutory penalties, monetary damages, and restitution sought by
21 Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established
22 according to proof at trial. This Court has jurisdiction over this action pursuant to California
23 Constitution, Article VI, section 10. The statutes under which this action is brought do not specify
24 any other basis for jurisdiction.

25 7. The California Superior Court has jurisdiction in the matter because the individual
26 claim is under the seventy-five thousand dollar (\$75,000.00) individual claim threshold and five
27 million dollar (\$5,000,000) aggregated jurisdictional threshold for federal court, and, upon
28 information and belief, Plaintiff and Defendant are residents of and/or domiciled in the State of

1 California. Further, there is no federal question at issue as the issues herein are based solely on
2 California Statutes and law including the California Labor Code, Industrial Welfare Commission
3 Wage Orders, Code of Civil Procedure, Rules of Court, and Business and Professions Code.

4 **ADMINISTRATIVE PREREQUISITES**

5 8. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
6 of action under PAGA only after giving the Labor Workforce Development Agency ("LWDA")
7 and the employer notice of the Labor Code sections alleged to have been violated, and after
8 receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed
9 without notice from the LWDA.

10 9. On February 20, 2020, prior to the filing of this complaint, Plaintiff gave written
11 notice of the specified provisions alleged to have been violated, including the facts and theories
12 to support the alleged violations, as required by Labor Code section 2699.3. This written notice
13 was given via certified mail to Defendant(s), and to the LWDA by electronically filing the notice
14 via the Department of Industrial Relations website. Plaintiff was given a LWDA case number of
15 LWDA-CM – 773920-20. A true and correct copy of Plaintiff's notice to the LWDA and
16 Defendant(s), dated February 20, 2020, is attached hereto as Exhibit A.

17 10. Under Labor Code section 2699.3, subdivision (a)(2)(C), "Notwithstanding any
18 other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a
19 cause of action arising under this part at any time within 60 days of the time periods specified in
20 this part." Therefore, Plaintiff intends to amend his complaint upon the expiration of the 65-day
21 period for the LWDA to provide notice of its intent to investigate Plaintiff's claims, if the LWDA
22 fails to provide notice.

23 **THE PARTIES**

24 **A. The Plaintiff**

25 11. Plaintiff, at all relevant times herein, was an employee of the Defendants and
26 entitled to compensation for: (1) all hours worked, (2) overtime compensation, (3) non-compliant
27 rest and meal periods; (4) unreimbursed business expenses, and (5) penalties from Defendants.
28 Plaintiff was employed by Defendants from approximately January 14, 2019 through February

1 23, 2019. At all relevant times herein, Plaintiff was employed by Defendants during the defined
2 Class Period in a non-exempt hourly capacity. Each of the putative Class Members is an
3 identifiable, current, and/or former similarly situated person who was employed in non-exempt
4 hourly position in California for Defendants during the defined Class Period.

5 **B. The Defendants**

6 12. Plaintiff is informed and believes and based thereon alleges that Defendant MYR,
7 GROUP INC. is a California corporation. Defendant MYR GROUP, INC. is duly licensed and
8 in the business of providing transmission and distribution of electrical construction services to
9 customers throughout California. On information and belief, Defendant MYR GROUP, INC. was
10 and/or is the employer of Plaintiff and putative Plaintiff Class during the Class Period. Plaintiff
11 also alleges that MYR GROUP, INC. is conducting business in good standing in California.

12 13. Plaintiff is informed and believes and based thereon alleges that Defendant
13 STURGEON ELECTRIC CALIFORNIA, LLC is a Delaware limited liability company.
14 Defendant STURGEON ELECTRIC CALIFORNIA, LLC is duly licensed and in the business of
15 providing transmission and distribution of electrical construction services to customers
16 throughout California. On information and belief, Defendant STURGEON ELECTRIC
17 CALIFORNIA, LLC was and/or is the employer of Plaintiff and putative Plaintiff Class during
18 the Class Period. Plaintiff also alleges that STURGEON ELECTRIC CALIFORNIA, LLC is
19 conducting business in good standing in California. On information and belief, Defendant
20 STURGEON ELECTRIC CALIFORNIA, LLC was and/or is a subsidiary of Defendant MYR
21 GROUP, INC.

22 14. Plaintiff is ignorant of the true names, capacities, relationships and extent of
23 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
24 inclusive, but on information and belief allege that said Defendants are legally responsible for the
25 payment of minimum wage and/or overtime compensation, rest period compensation and/or
26 Labor Code section 203 penalties to the putative Plaintiff Class members by virtue of their
27 unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will
28

1 amend this complaint to allege the true names and capacities of the DOE Defendants when
2 ascertained.

3 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
6 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as
7 the employer and/or joint employer of Plaintiff and Plaintiff Class.

8 16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
9 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
10 managing agent, and/or principal of the Defendant, and in performing the actions mentioned
11 below was acting, at least in part, within the course and scope of that authority as such agent,
12 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
13 permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are
14 legally attributable to the other Defendants.

15 17. Plaintiff is informed and believes, and based thereon alleges, that each of the
16 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,
17 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
18 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in
19 part, within the course and scope of such employment and agency, with the express and implied
20 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

21 18. The above Defendants, managing agents, and supervisors aided, abetted,
22 condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

23 **GENERAL ALLEGATIONS**

24 19. Labor Code section 1194 provides that notwithstanding any agreement to work for
25 a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
26 recover in a civil action the unpaid balance of their overtime compensation, including interest
27 thereon, reasonable attorneys' fees and costs of suit.

1 20. Further, Business and Professions Code section 17203 provides that any person
2 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
3 Business and Professions Code section 17204 provides that any person who has suffered actual
4 injury and has lost money or property as a result of the unfair competition may bring an action in
5 a court of competent jurisdiction.

6 21. During all, or a portion of the Class Period, Plaintiff and each member of the
7 putative Plaintiff Class was employed by Defendants in the State of California.

8 22. Plaintiff and Class Members were non-exempt employees covered under one or
9 more Industrial Welfare Commission ("IWC") Wage Order(s), and Labor Code section 510,
10 and/or other applicable Wage Orders, regulations and statutes, and each Class Member was not
11 subject to an exemption for executive, administrative or professional employees, which imposed
12 obligations on the part of Defendants to pay Plaintiff and Class Members lawful overtime
13 compensation.

14 23. Plaintiff and Plaintiff Class were covered by one or more IWC Wage Order(s), and
15 Labor Code sections 512, 226.7 and other applicable Wage Orders, regulations and statutes which
16 imposed an obligation on the part of Defendants to pay Plaintiff and Plaintiff Class meal period
17 compensation.

18 24. Plaintiff and Plaintiff Class were covered by one or more IWC Wage Order(s), and
19 Labor Code section 226.7 and other applicable Wage Orders, regulations and statutes which
20 imposed an obligation on the part of Defendants to pay Plaintiff and Plaintiff Class rest period
21 compensation.

22 25. During the Class Period, Defendants were obligated to pay Plaintiff and Class
23 Members for all hours worked. However, Defendants had a policy and practice of not paying
24 Plaintiff and Class Members for all hours worked by requiring its employees to work off-the-
25 clock. This includes: (1) uncompensated time driving or traveling from the Defendants supply
26 yards to job sites and vice-versa, and (2) uncompensated time spent being subjected to control of
27 Defendants prior to their scheduled shifts and time worked beyond regularly scheduled shift
28 hours.

1 26. Similarly, during the Class Period, Defendants were obligated to pay Plaintiff and
2 Class Members overtime compensation for all hours worked in excess of eight (8) hours of work
3 in one (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked
4 in excess of twelve (12) hours in one (1) day. However, Defendants did not pay Plaintiff and
5 Class Members proper overtime and/or double-time rates for overtime hours worked off-the-clock
6 as required by law.

7 27. During the Class Period, Defendants were obligated to provide Plaintiff and
8 putative Class Members with a thirty (30) minute meal period for each and every work shift
9 exceeding five (5) hours, commencing no later than the end of the fifth (5th) hour of the shift.
10 Defendants prevented Plaintiff and Class Members from taking timely meal periods throughout
11 their shifts. This was due in part to Defendants' policy and practice of requiring employees to
12 prioritize completion of work tasks ahead of timely meal period compliance. Defendants
13 scheduled more work than could be completed if all employees took their compliant meal periods.
14 Meal periods commenced only when supervisors called for them, but supervisors routinely failed
15 to call for the meal period at all or delayed them past the time required by law or cut meal periods
16 short of the time mandated by law.

17 28. During the Class Period, Defendants were obligated to provide Plaintiff and Class
18 Members with a ten (10) minute rest break for every four (4) hours, or major fraction thereof,
19 worked each day. Defendants prevented Plaintiff and Class Members from taking rest breaks
20 throughout their shifts. This was due in part to Defendants' policy and practice of scheduling
21 employees to work through their rest periods, as well as Defendants' policy and practice of putting
22 pressure on employees to complete a work during their shifts.

23 29. In order to facilitate their violations of wage and hour laws pertaining to payment
24 of wages and providing meal and rest periods, Defendants failed to comply statutes and
25 regulations requiring Defendants to accurately document the beginning and end times for each
26 work shift and the start/end times for each meal period, pursuant to Labor Code section 1174, as
27 well as 8 CCR § 11160 (6).
28

1 30. Furthermore, Defendants failed and/or refused to pay Plaintiff and Class Members
2 one (1) hour's pay at the employees' regular rate of pay as premium compensation for
3 Defendants' failure to provide (1) timely meal periods and lawful ten (10) minute rest periods
4 within the statutory time frames.

5 31. Plaintiff and Class Members performed non-exempt work, including, but not
6 limited to, transporting supplies, pouring concrete, removing debris from job sites, often in excess
7 of the maximum regular rate hours set forth in the applicable IWC Wage Order(s), regulations or
8 statutes, and therefore entitled the Plaintiff and Class Members to overtime compensation at the
9 rate of one and a half (1 & ½) times their regular rate of pay and, when applicable, double time
10 compensation as set forth by the applicable IWC Wage Order(s), regulations and/or statutes.

11 32. During the Class Period, Defendants required Plaintiff and Class Members to work
12 regular hours, off the clock hours, and overtime hours without lawful compensation in violation
13 of the applicable IWC Wage Order(s), regulations and statutes, and Defendants: (1) willfully
14 failed and refused, and continues to fail and refuse to pay compensation for all hours worked,
15 including lawful regular time and overtime compensation, as well as meal and rest period
16 premiums, to Class Members; and (2) willfully failed and refused, and continues to fail and refuse
17 to pay due and owing wages promptly upon termination of employment to Plaintiff and affected
18 Class Members.

19 33. Class Members who ended their employment with Defendants during the Class
20 Period but were not paid the above due compensation for all hours worked timely upon the
21 termination of their employment as required by Labor Code sections 201, 202, 203 are entitled to
22 penalties as provided by Labor Code section 203. As a result of Defendants' failure to pay
23 Plaintiff and Class Members all wages due during the Class Period, Defendants failed to provide
24 Plaintiff and Class Members with accurate itemized wage statements, since said statements did
25 not set forth all regular and overtime hours worked, the compensation owed for said hours, nor
26 did the statements set forth the premiums owed for non-compliant meal and rest periods.

27 34. During the Class Period, Defendants were obligated to keep and maintain accurate
28 payroll records for Plaintiff and all Class Members. Defendants' failure to keep and maintain

1 said records as described above, constitutes violations of Labor Code section 226.7, thereby
2 incurring statutory penalties.

3 35. During the Class Period, Defendants were obligated to reimburse Plaintiff and
4 Class Members for all reasonable expenditures incurred by Plaintiff and Class Members for the
5 purpose of fulfilling their job duties. Defendants failed to reimburse Plaintiff and Class Members
6 for mileage when Plaintiff and Class Members were required by Defendants to drive to and from
7 Defendants' supply yard to job sites and between job sites in violation of Labor Code section
8 2802.

9 CLASS ALLEGATIONS

10 36. Plaintiff brings this action on behalf of himself and all other similarly situated
11 persons ("Plaintiff Class"), as a class action pursuant to Code of Civil Procedure section 382. The
12 Plaintiff Class is composed of and defined as follows: All persons who are employed or have
13 been employed by Defendants, as non-exempt hourly employee, in the State of California, within
14 the four (4) years of the filing of this complaint through the date of judgment.

15 37. Plaintiff further proposes the following subclasses:

- 16 a. All persons who are employed or have been employed by Defendants in the
17 State of California, and who, within the four (4) years of the filing of this
18 complaint to the present, have worked as non-exempt employees and were not
19 paid all wages owed, including but not limited to the legally requisite minimum
20 wage, wages at the regular time rate, overtime rate and/or double-time rate;
- 21 b. All persons who are employed or have been employed by Defendants in the
22 State of California, and who, within the four (4) years of the filing of this
23 complaint to the present, have worked as non-exempt employees and have not
24 been provided a rest period for every four (4) hours, or major fraction thereof,
25 worked per day, and were not provided compensation of one (1) hour's pay for
26 each day on which such rest period(s) was not provided;
- 27 c. All persons who are employed or have been employed by Defendants in the
28 State of California, and who, within the three (3) years of the filing of this

1 complaint to the present, have worked as non-exempt employees and have
2 been terminated or resigned, and have not been paid wages pursuant to Labor
3 Code section 203 and are owed restitution and waiting time penalties for
4 unpaid wages;

5 d. All persons who are employed or have been employed by Defendants in the
6 State of California, and who, within the one (1) year of the filing of this
7 complaint to the present have worked as non-exempt employees and were not
8 provided an accurate payroll record or wage statement as required under Labor
9 Code sections 226 and 1174;

10 e. All persons who are employed or have been employed by Defendants in the
11 State of California, and who, within the four (4) years of the filing of this
12 complaint to the present, have worked as non-exempt employees and for whom
13 Defendants failed to keep accurate payroll records;

14 f. All persons who are employed or have been employed by Defendants in the
15 State of California, and who, within the four (4) years of the filing of this
16 complaint to the present, have worked as non-exempt employees and were not
17 indemnified for business expenditures incurred in the scope of their
18 employment;

19 g. All persons who are employed or have been employed by Defendants in the
20 State of California, and who, within the four (4) years of the filing of this
21 complaint to the present, have worked as non-exempt construction employees
22 and were subjected to unlawful and unfair business practices within the
23 meaning of California's Unfair Competition Law and who suffered injury,
24 including lost money, as a result of Defendants' unlawful and unfair business
25 practices; and

26 h. All persons who are employed or have been employed by Defendants in the
27 State of California, and who, within the four (4) years of the filing of this
28 complaint to the present, have worked as non-exempt employees and are

1 entitled to recover unpaid wages, overtime compensation, rest and meal period
2 compensation and penalties, waiting time penalties, and attorneys' fees and
3 costs from Defendants under Labor Code section 2698 et seq.

4 38. Plaintiff reserves the right under Rule 1855, subdivision (b) of the California Rules
5 of Court, to amend or modify the Plaintiff Class description with greater specificity or further
6 division into subclasses or limitation to particular issues.

7 39. This action has been brought and may be maintained as a class action pursuant to
8 Code of Civil Procedure section 382 because there is a well-defined common interest of many
9 persons and it is impractical to bring them all before the court.

10 40. This Court should permit this action to be maintained as a class action pursuant to
11 Code of Civil Procedure section 382 because:

- 12 a. The questions of law and fact common to the Plaintiff Class predominate over
13 any question affecting only individual members;
- 14 b. A class action is superior to any other available method for the fair and efficient
15 adjudication of the claims of the members of the Plaintiff Class;
- 16 c. The Plaintiff Class is so numerous that it is impractical to bring all member of
17 the Plaintiff Class before the Court;
- 18 d. Plaintiff and the other members of the Plaintiff Class will not be able to obtain
19 effective and economic legal redress unless the action is maintained as a class
20 action;
- 21 e. There is a community of interest in obtaining appropriate legal and equitable
22 relief for the common law and statutory violations and other improprieties, and
23 in obtaining adequate compensation for the damages and injuries which
24 Defendants' actions have inflicted upon the Plaintiff Class;
- 25 f. There is a community of interest in ensuring that the combined assets and
26 available insurance of the Defendants are sufficient to adequately compensate
27 members of the Plaintiff Class for the injuries sustained;

1 g. Without class certification, the prosecution of separate actions by individual
2 members of the Plaintiff Class would create a risk of:

3 i. Inconsistent or varying adjudications with respect to individual
4 members of the Plaintiff Class which would establish incompatible
5 standard of conduct for the Defendants; and/or

6 ii. Adjudications with respect to the individual members which would, as
7 a practical matter, be dispositive of the interests of other members not
8 parties to the adjudications, or would substantially impair or impede
9 their ability to protect their interests, including but not limited to the
10 potential for exhausting the funds available from those parties who is,
11 or may be, responsible Defendant(s); and

12 h. Defendants have acted or refused to act on grounds generally applicable to the
13 Class, thereby making final injunctive relief appropriate with respect to the
14 Class as a whole.

15 **FIRST CAUSE OF ACTION**

16 **Failure to Pay All Wages Including Minimum, Regular and Overtime Wages**

17 **(Plaintiff and Plaintiff Class Members against all Defendants)**

18 41. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
19 paragraphs of this complaint as though fully set forth herein.

20 42. Labor Code section 204 establishes the fundamental right of all employees in the
21 State of California to be paid wages, including straight time and overtime, in a timely fashion for
22 their work.

23 43. Labor Code section 510, subdivision (a) provides that “[a]ny work in excess of
24 eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one (1)
25 workweek and the first eight (8) hours worked on the seventh (7th) day of work in any one (1)
26 workweek shall be compensated at the rate of no less than one and one-half (1 & ½) times the
27 regular rate of pay for an employee.”
28

1 44. Labor Code section 510, subdivision (a) further provides that “[a]ny work in
2 excess of twelve (12) hours in one (1) day shall be compensated at the rate of no less than twice
3 the regular rate of pay for an employee.”

4 45. Labor Code section 1194 and applicable IWC Wage Orders make it unlawful for
5 employers not to make required minimum wage payments, including minimum prevailing wage
6 governed by Labor Code sections 1720 et seq, as well as overtime and double time payments
7 identified in the preceding paragraphs, and that employees not paid such payments can recover
8 any monies owed through a civil action.

9 46. Defendants have willfully violated the Labor Code by failing to pay Plaintiff and
10 Plaintiff Class all wages. Plaintiff and Plaintiff Class were denied wages as a result of
11 Defendants’ policy and practice of failing to compensate Plaintiff and Plaintiff Class for all
12 regular and overtime hours worked. Further, Defendants have regularly violated the Labor Code
13 with respect to meeting the requirements of paying wages earned, including regular time,
14 overtime, double-time, when calculating the employees’ regular rate of pay, as herein alleged.
15 Defendants have intentionally excluded remuneration that must be included in all employees’
16 minimum, regular and overtime rates of pay in order to avoid payment of wages and other benefits
17 in violation of the Labor Code and the applicable IWC Wage Order(s). Defendants are thereby
18 able to reduce its overhead and operating expenses and gain an unfair advantage over competing
19 companies who comply with state law.

20 47. Additionally, Plaintiff and Plaintiff Class members regularly worked in excess of
21 eight (8) hours per day. Defendants failed to pay Plaintiff and Plaintiff Class members overtime
22 premium for hours worked in excess of eight (8) hours. Defendants failed to schedule Plaintiff
23 and Plaintiff Class members in such a manner that allowed Plaintiff and Plaintiff Class members
24 to be relieved of their shift immediately, thereby causing Plaintiff and Plaintiff Class members to
25 work in excess of eight (8) hours per day. Further, Defendants obligated Plaintiff and Plaintiff
26 Class members to report to Defendants’ supply yard and job sites prior to their scheduled start
27 time without being compensated. As such, Plaintiff and Plaintiff Class seek overtime in an
28 amount according to proof. Pursuant to Labor Code section 1194, the Plaintiff Class members

1 seek the payment of all overtime compensation which they earned and accrued four (4) years
2 prior to filing this Complaint, according to proof.

3 48. Additionally, Plaintiff and Plaintiff Class members are entitled to attorneys' fees,
4 costs, pursuant to Labor Code section 1194 and prejudgment interest.

5 **SECOND CAUSE OF ACTION**

6 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

7 **(Plaintiff and Plaintiff Class against all Defendants)**

8 49. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
9 paragraphs of this complaint as though fully set forth herein.

10 50. Labor Code section 512 and California Code of Regulations, Title 8, section 11160
11 (10) provides that employers authorize and permit all employees to take meal periods or at least
12 thirty (30) duty-free minutes commencing no later than at the end of fifth (5th) hour of work, when
13 the work shift exceeds five (5) hours.

14 51. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
15 provide an employee meal periods in accordance with Labor Code section 512 and/or 8 CCR
16 section 11160 (10), the employer shall pay the employee one (1) hour of pay at the employee's
17 regular rate of compensation for each workday that the meal period is not provided in a compliant
18 manner.

19 52. During the Class Period, Defendants were obligated to provide Plaintiff and
20 putative Class Members with a thirty (30) minute meal period for each and every work shift
21 exceeding five (5) hours, commencing no later than the end of the fifth (5th) hour of the shift.
22 Defendants prevented Plaintiff and Class Members from taking timely meal periods throughout
23 their shifts. This was due in part to Defendants' policy and practice of requiring employees to
24 prioritize completion of work tasks ahead of timely meal period compliance. Defendants
25 generally permitted meal periods to commence only when an Defendants' supervisor ordered the
26 start of break, but due to volume of work, Defendants' staffing an insufficient number of
27 employees in relation to the volume of work to be performed, and Defendants' prioritization of
28 work completion ahead of lawful meal period compliance, Defendants' supervisors delayed the

1 start of breaks until after the end of the fifth hour of shift, cut short meal period before the legally
2 required thirty minutes, or failed to call for meal periods at all.

3 53. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than
4 five (5) hours in a workday.

5 54. By virtue of the Defendants' unlawful failure to provide legally compliant meal
6 periods to Plaintiff and Plaintiff Class as a result of their scheduling and shift relief system,
7 Plaintiff and Plaintiff Class have suffered, and will continue to suffer, damages, in amounts which
8 are presently unknown, but which exceed the jurisdictional limits of this Court and which will be
9 ascertained according to proof at trial.

10 55. Plaintiff, himself and on behalf of employees similarly situated, request recovery
11 of rest period compensation pursuant to Labor Code section 226.7, which they are owed beginning
12 four (4) years prior to filing this complaint as well as the assessment of any statutory penalties
13 against Defendants, and each of them, in a sum as provided by the Labor Code and/or any other
14 statute.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

17 **(Plaintiff and Plaintiff Class against all Defendants)**

18 56. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
19 paragraphs of this complaint as though fully set forth herein.

20 57. Labor Code section 226.7 and California Code of Regulations, Title 8, section
21 11160 (11) provides that employers authorize and permit all employees to take rest periods at the
22 rate of ten (10) minutes rest time per four (4) work hours.

23 58. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
24 provide an employee rest periods in accordance with this section, the employer shall pay the
25 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
26 that the rest period is not provided.

27 59. Defendants, and each of them, failed and or refused to implement a relief system
28 by which Plaintiff and Plaintiff Class could receive rest periods and/or work free rest periods.

1 Furthermore, due to Defendants' relief system, Plaintiff and Plaintiff Class did not receive their
2 rest periods within the required statutory time frame. By and through their actions, Defendants
3 intentionally and improperly denied rest periods to the Plaintiff and Plaintiff Class in violation of
4 Labor Code sections 226.7 and 512.

5 60. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than
6 four (4) hours in a workday.

7 61. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff
8 and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiff and Plaintiff
9 Class have suffered, and will continue to suffer, damages, in amounts which are presently
10 unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained
11 according to proof at trial.

12 62. Plaintiff, himself and on behalf of employees similarly situated, request recovery
13 of rest period compensation pursuant to Labor Code section 226.7, which they are owed beginning
14 four (4) years prior to filing this complaint as well as the assessment of any statutory penalties
15 against Defendants, and each of them, in a sum as provided by the Labor Code and/or any other
16 statute.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Provide Accurate Itemized Wage Statements**

19 **(Plaintiff and Plaintiff Class against all Defendants)**

20 63. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
21 paragraphs of this complaint as though fully set forth herein.

22 64. Labor Code section 1174, subdivision (d) requires an employer to keep at a central
23 location in California or at the plant or establishment at which the employees are employed,
24 payroll records showing the hours worked daily, and the wages paid to, each employee. Plaintiff
25 is informed and believes that Defendants willfully failed to make or keep accurate records for
26 Plaintiff and Plaintiff Class.

27 65. Labor Code section 226, subdivision (a) states that, "every employer shall,
28 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either

1 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
2 when wages are paid by personal check or cash, an accurate itemized statement in writing
3 showing: (1) gross wages earned; (2) total hours worked by the employee; (4) all deductions; (5)
4 net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of
5 the employee and only the last four digits of his or her social security number or an employee
6 identification number other than a social security number; (8) the name and address of the legal
7 entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and
8 corresponding number of hours worked at each hourly rate by the employee."

9 66. Industrial Welfare Commission ("IWC") Wage Order Number 16-2002,
10 paragraph 6(a) requires that every employer shall keep accurate information with respect to each
11 employee, including time records showing when each employee begins and ends each work
12 period, the total daily hours worked by each employee and the total hours worked in each payroll
13 period, and applicable rates of pay. Plaintiff is informed and believes that Defendants willfully
14 and intentionally failed to make and/or keep records which accurately reflect the hours worked
15 by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants' records do not
16 accurately reflect the hours Plaintiff and Plaintiff Class worked off -the-clock and the hours
17 Plaintiff and Plaintiff Class worked in excess of eight (8) hours per day, the wages owed for said
18 off-the-clock and overtime hours, as well as the wages owed in the form of unpaid minimum
19 (prevailing) wages, unpaid off-the-clock wages, unpaid overtime and statutory premiums for non-
20 compliant meal and rest periods.

21 67. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll
22 records, as described above, violated Labor Code, sections 226 and 1174, subdivision (d) and the
23 applicable wage order. Plaintiff and the Plaintiff Class are entitled to penalties of one hundred
24 dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00) for each subsequent
25 violation for every pay period during which these records and information was not kept by
26 Defendants.

27 68. An employee suffering injury as a result of a knowing and intentional failure by
28 an employer to comply with Labor Code sections 226 and 1174, subdivision (a) is entitled to

1 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in
2 which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
3 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00),
4 and is entitled to an award of costs and reasonable attorney's fees.

5 69. Plaintiff is informed and believes that Defendants' failure to keep and maintain
6 accurate records and information, as described above, were willful, and Plaintiff and Plaintiff
7 Class are entitled to a statutory penalty of five hundred dollars (\$500.00) for Plaintiff and each
8 member of Plaintiff Class pursuant to Labor Code section 1174.5.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Pay Wages of Terminated or Resigned Employees**

11 **(Plaintiff and Plaintiff Class against all Defendants)**

12 70. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
13 paragraphs of this complaint as though fully set forth herein.

14 71. Plaintiff and certain members of the Plaintiff Class who ended their employment
15 with Defendants during the Class Period, were entitled to be promptly paid lawful minimum
16 (prevailing) wages, wages for all hours worked, overtime compensation and other premiums, as
17 required by Labor Code sections 201, 202, and 203. Defendants refused and/or failed to promptly
18 compensate Plaintiff and Plaintiff Class wages owed as a result of their failure to provide meal
19 and rest periods as well as pay minimum (prevailing) wages, off-the-clock and/or overtime
20 compensation. Pursuant to Labor Code section 203, such Plaintiff and Plaintiff Class seek the
21 payment of penalties pursuant to Labor Code section 203, according to proof.

22 72. Accordingly, Plaintiff and Plaintiff Class are entitled to attorney's fees and costs,
23 pursuant to Labor Code section 1194 for the underlying claims related to this claim, including but
24 not limited to the recovery of unpaid overtime.

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26 ///

27 ///

28 ///

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Indemnify for Expenditures**

3 **(Plaintiff and Plaintiff Class against all Defendants)**

4 73. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
5 paragraphs of this complaint as though fully set forth herein.

6 74. Labor Code section 2802 states, "An employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct consequence
8 of the discharge of his or her duties" (Lab. Code, § 2802.)

9 75. As detailed above, Plaintiff and the Plaintiff Class were not reimbursed by
10 Defendants for necessary expenditures as a direct consequence of the discharge of their duties.

11 76. Defendants knowingly, willingly, and intentionally attempted to offset the cost of
12 doing business on the Plaintiff and Plaintiff Class.

13 77. Defendants have and or had a corporate practice and policy of requiring Plaintiff
14 and Plaintiff Class to shoulder the burden of Defendants' cost of doing business by failing to
15 reimburse Plaintiff and Plaintiff Class for necessary expenditures.

16 78. Accordingly, Plaintiff and Plaintiff Class are entitled to an award of "necessary
17 expenditures or losses" in accordance with Labor Code section 2802, which shall also include all
18 reasonable costs, including, but not limited to, attorneys' fees and interest.

19 **SEVENTH CAUSE OF ACTION**

20 **Unfair Competition Law**

21 **(Plaintiff and Plaintiff Class against all Defendants)**

22 79. Plaintiff and Plaintiff Class reallege and incorporate by reference all preceding
23 paragraphs of this complaint as though fully set forth herein.

24 80. Business and Professions Code section 17200 et. seq. (also referred to herein as
25 the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition
26 in the form of any unlawful, unfair or fraudulent business act or practice.
27
28

1 81. Business and Professions Code section 17204 allows “any person who has suffered
2 injury in fact and has lost money or property as a result of such unfair competition” to prosecute
3 a civil action for violation of the Unfair Competition Law (“UCL”). (Bus. & Prof. Code, § 17204.)

4 82. Labor Code section 90.5, subdivision (a) states that it is the public policy of
5 California to vigorously enforce minimum labor standards in order to ensure employees are not
6 required to work under substandard and unlawful conditions, and to protect employers who
7 comply with the law from those who attempt to gain competitive advantage at the expense of their
8 workers by failing to comply with minimum labor standards.

9 83. Beginning at an exact date unknown to Plaintiff, but at least four (4) years prior to
10 the filing of this lawsuit, Defendants have committed acts of unfair competition as defined by the
11 Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business
12 practices and acts described in this complaint, including, but not limited to, violations of Labor
13 Code sections 204, 226, 510, 1174, 1197, 1198, 226.7 and 512 as well as other statutes.

14 84. The violations of these laws and regulations, as well as of the fundamental
15 California public policies protecting workers, serve as unlawful predicate acts and practices for
16 purposes of Business and Professions Code section 17200 et. seq.

17 85. The acts and practices described above constitute unfair, unlawful and fraudulent
18 Business Practices, and unfair competition, within the meaning of Business and Professions Code
19 section 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and other
20 similarly situated employees to labor for many hours without receiving rest periods and overtime
21 compensation, to which they are entitled by law, while enabling Defendants to gain an unfair
22 competitive advantage over law-abiding employers and competitors.

23 86. As a result of Defendants’ acts, Plaintiff and Plaintiff Class have suffered injury
24 in fact in being denied their statutorily entitled rest periods and full compensation for hours of
25 labor. As a result of Defendants’ unlawful acts of unfair competition, Plaintiff and Plaintiff Class
26 have lost money and property in the form of a loss of wages in an amount to be proven at trial.

27 87. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
28 and Plaintiff Class have suffered lost wages in an amount to be proven at trial.

1 88. Business and Professions Code section 17203 provides that a court may make such
2 orders or judgments as may be necessary to prevent the use or employment by any person of any
3 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to
4 prevent Defendants from repeating their unlawful, unfair and fraudulent business acts and
5 business practices alleged above.

6 89. Business and Professions Code section 17203 provides that the Court may restore
7 to any person in interest any money or property that may have been acquired by means of such
8 unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business
9 and Professions Code section 17203 for all wages and payments unlawfully withheld from
10 employees, including the fair value of the rest periods taken away from them, during the four-
11 year period prior to the filing of this Complaint.

12 90. Business and Professions Code section 17202 provides, "Notwithstanding section
13 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
14 forfeiture, or penal law in a case of unfair competition." (Bus. & Prof. Code, § 17202.) Plaintiff
15 and Plaintiff Class are entitled to enforce all applicable penalty provisions of the Labor Code
16 pursuant to Business and Professions Code section 17202.

17 91. Plaintiff's success in this action will enforce important rights affecting public
18 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as himself and
19 other similarly situated employees. Plaintiff and Plaintiff Class seek and are entitled to restitution,
20 civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

21 92. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.
22 There is a financial burden involved in pursuing this action, the action is seeking to vindicate a
23 public right, and it would be against the interests of justice to penalize Plaintiff by forcing him to
24 pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to
25 Code of Civil Procedure section 1021.5 and otherwise.

26 **PRAYER FOR RELIEF**

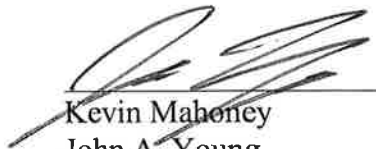
27 WHEREFORE, Plaintiff and Plaintiff Class pray for judgment as follows:

- 28 1. For nominal damages;

2. For compensatory damages;
3. For restitution of all monies due to Plaintiff and Plaintiff Class, and disgorged profits from the unlawful business practices of Defendants;
4. For waiting time penalties pursuant to Labor Code section 203, on behalf of the terminated or resigned employees;
5. For penalties pursuant to Labor Code sections 225.5, 226, 226, subd. (e), 226.7, 512 and 1194, and as provided for by Labor Code section 2699;
6. For interest accrued to date;
7. Injunctive relief, enjoining Defendants from engaging in the unlawful and unfair business practices complained herein;
8. Declaratory relief, enjoining Defendants' practices as being unlawful and unfair business practices within the meaning of Bus. & Prof. Code sections 17200, et seq., and declaring Defendants have unlawfully treated Plaintiff and Plaintiff Class, failed to pay all wages and overtime compensation in violation of California law, failed to pay wages to former employees, Plaintiff and other certain members of Plaintiff Class, failed to provide Plaintiff and Plaintiff Class accurate itemized wage statements upon payment of wages, and declaring the amounts of damages, penalties, equitable relief, costs, and attorneys' fees Plaintiff and Plaintiff Class are entitled to;
9. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
10. For reasonable attorneys' fees pursuant to Labor Code sections 226 and 1194; and
11. For all such other and further relief as the Court may deem just and proper.

Dated: February 20, 2020

MAHONEY LAW GROUP, APC

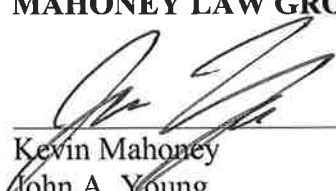

Kevin Mahoney
John A. Young
Attorneys for Plaintiff MAGNO
PORTILLA, as an individual and on
behalf of all similarly situated
employees

DEMAND FOR JURY TRIAL

Plaintiff MAGNO PORTILLA hereby demands a jury trial on all issues to triable.

Dated: February 20, 2020

MAHONEY LAW GROUP, APC



Kevin Mahoney
John A. Young
Attorneys for Plaintiff
MAGNO PORTILLA, as an
individual and on behalf of all
similarly situated employees

EXHIBIT A



John Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

February 20, 2020

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Attn: PAGA Administrator
<https://dir.tfaforms.net/207>

VIA CERTIFIED MAIL

Certified Mail No. 7019 0700 0001 7488 3300

Return Receipt Requested

MYR Group, Inc.
557 N. Robles Avenue, #1
Pasadena, CA 91101

VIA CERTIFIED MAIL

Certified Mail No.: 7019 0700 0001 7488 3317

Return Receipt Requested

Sturgeon Electric California, LLC / MYR Group, Inc.
13501 Benson Avenue
Chino, CA 91710

Re: Magno Portilla v. MYR Group, Inc. and Sturgeon Electric California, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, MYR Group, Inc.'s and Sturgeon Electric California, LLC

From: Magno Portilla on behalf of himself and aggrieved employees who were subject to MYR Group, Inc.'s and Sturgeon Electric California, LLC's unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Magno Portilla ("Mr. Portilla") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA.")

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1) and 2699.3, subdivision (c)(1) and may lead to action against MYR Group, Inc. and Sturgeon Electric California, LLC (jointly referred to herein as "Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

MYR Group, Inc. provides transmission and distribution electrical construction services to customers throughout the United States, including California. Sturgeon Electric California, LLC is believed to be a subsidiary of MYR Group, Inc. and its primary California location is in Chino, California. Mr. Portilla worked for Employer as a non-exempt employee within the past year. Mr. Portilla's job duties, included, but were not limited to, loading and unloading supply trucks, transporting supplies to job sites, and provided general labor at job sites, including, but not limited to, digging trenches, removing debris, pulling wiring, pouring concrete.

Mr. Portilla alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 2802 by failing to provide Mr. Portilla and all other aggrieved employees all wages for all hours worked, including minimum wage and overtime, failed to provide meal and rest periods or compensation in lieu thereof, failing to provide accurate wage statements, failing to maintain accurate records of hours worked, failing to pay all compensation due upon separation of employment and failing to reimburse Mr. Portilla and all other aggrieved employees for work related expenses. Mr. Portilla and other aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Mr. Portilla and other aggrieved employees were regularly not compensated for all hours worked, including minimum wages as well as overtime wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Specifically, Employer requested and incentivized Mr. Portilla and other aggrieved employees to report to Employer's supply yard and job sites prior to their scheduled start time in order to load trucks with supplies, drive to job sites, and or meet to discuss work responsibilities prior to the aggrieved employees scheduled start time. Mr. Portilla and other aggrieved employees were not compensated an hourly rate for this time during the which they were subject to the control of Employer, or suffered or permitted to work for Employer. Accordingly, the time spent by Mr. Portilla and other aggrieved employees performing work for Employer or being subjected to Employer's control off-the-clock was performed without compensation and in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5.

Mr. Portilla will further allege that Employer failed to include all hours worked when calculating his and other aggrieved employees' regular and overtime rates for purposes of compensating Mr. Portilla and other aggrieved employees as required by Labor Code section 510. Mr. Portilla will also allege that Employer violated Labor Code section 201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages to all such former employees.

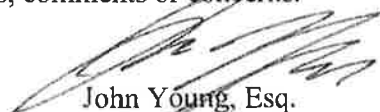
Employer also failed to provide Mr. Portilla and other aggrieved employees with timely uninterrupted meal and rest periods. Employer had a practice of failing to adequately staff employees to allow Mr. Portilla and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal or rest break. Further, Employer ordered that Mr. Portilla and other aggrieved employees to prioritize completing projects and tasks over taking their legally mandated meal and rest breaks. In addition, if Employer provided a full uninterrupted meal period, the meal period was not provided prior to the start of Mr. Portilla and other aggrieved employees fifth (5th) hour of work. As a result of Employer's policy and practices, Mr. Portilla and other aggrieved employees did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and/or rest periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Mr. Portilla and the aggrieved employees' employment with Employer.

In addition, Employer failed to maintain accurate payroll records and failed to provide Mr. Portilla and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

Lastly, Employer required Mr. Portilla and other aggrieved employees to use their own personal vehicle at their own expense. Mr. Portilla alleges that he and his coworkers had to use their personal vehicle to transport supplies from Employer's supply yard to job sites and between job sites. Employer failed to reimburse Mr. Portilla and other aggrieved employees for the mileage driven as part of their employment and is in violation of Labor Code section 2802 and therefore is actionable under PAGA.

Mr. Portilla will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.



John Young, Esq.

MAHONEY LAW GROUP, APC