

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CONTERA CONSTRUCTION CORPORATION, a California corporation;
and DOES 1 through 50, inclusive,

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

NAZARIO PEREZ, individually, and on behalf of all others similarly
situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

Superior Court of California
County of Riverside

7/10/2020

C. Nakagawa

Electronically Filed

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

RIVERSIDE COUNTY SUPERIOR COURT
4050 MAIN STREET
RIVERSIDE, CALIFORNIA 92501-3703

CASE NUMBER: (Número del Caso):

RIC2002575

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

SCOTT ERNEST WHEELER, ESQ.
250 WEST FIRST STREET, SUITE 216
CLAREMONT, CALIFORNIA 91711

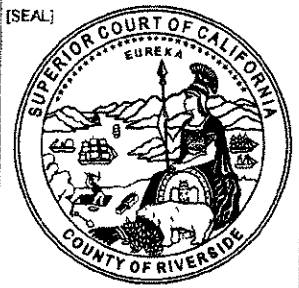
LAW OFFICES OF SCOTT ERNEST WHEELER
(909) 621-4988

DATE: **7/10/2020**
(Fecha)

Clerk, by Christina Nakagawa, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.

2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)
☐ CCP 416.20 (defunct corporation)
☐ CCP 416.40 (association or partnership)
☐ other (specify):

☐ CCP 416.60 (minor)
☐ CCP 416.70 (conservatee)
☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

SUMMONS

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): SCOTT ERNEST WHEELER, ESQ. SBN 187998 LAW OFFICES OF SCOTT ERNEST WHEELER 250 WEST FIRST STREET, SUITE 216 CLAREMONT, CALIFORNIA 91711 TELEPHONE NO.: (909) 621-4988 FAX NO.: (909) 621-4622 ATTORNEY FOR (Name): PLAINTIFF, NAZARIO PEREZ		FOR COURT USE ONLY FILED Superior Court of California County of Riverside 7/10/2020 C. Nakagawa Electronically Filed	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE COUNTY STREET ADDRESS: 4050 MAIN STREET MAILING ADDRESS: CITY AND ZIP CODE: RIVERSIDE, CALIFORNIA 92501-3703 BRANCH NAME: RIVERSIDE COURT		CASE NUMBER: RIC2002575 JUDGE: DEPT:	
CASE NAME: NAZARIO PEREZ V. CONTERA CONSTRUCTION CORPORATION ET. AL.,			
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$25,000) ☐ Limited (Amount demanded is \$25,000 or less)		Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|--|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☐ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|---|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **TEN**
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **JULY 9, 2020**

SCOTT E. WHEELER, ESQ.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort Auto (22)-Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i> Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability <i>(not asbestos or toxic/environmental)</i> (24) Medical Malpractice (45) Medical Malpractice-Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice <i>(not medical or legal)</i> Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)	Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i> Contract/Warranty Breach-Seller Plaintiff <i>(not fraud or negligence)</i> Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case-Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage <i>(not provisionally complex)</i> (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i> Unlawful Detainer Commercial (31) Residential (32) Drugs (38) <i>(if the case involves illegal drugs, check this item, otherwise, report as Commercial or Residential)</i> Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ-Administrative Mandamus Writ-Mandamus on Limited Court Case Matter Writ-Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal-Labor Commissioner Appeals	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment <i>(non-domestic relations)</i> Sister State Judgment Administrative Agency Award <i>(not unpaid taxes)</i> Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint RICO (27) Other Complaint <i>(not specified above)</i> (42) Declaratory Relief Only Injunctive Relief Only <i>(non-harassment)</i> Mechanics Lien Other Commercial Complaint Case <i>(non-tort/non-complex)</i> Other Civil Complaint <i>(non-tort/non-complex)</i> Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition <i>(not specified above)</i> (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief from Late Claim Other Civil Petition
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ **BANNING** 311 E. Ramsey St., Banning, CA 92220
☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
☐ **HEMET** 880 N. State St., Hemet, CA 92543
☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201,
 Moreno Valley, CA 92553

☐ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☒ **RIVERSIDE** 4050 Main St., Riverside, CA 92501
☐ **TEMECULA** 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) SCOTT ERNEST WHEELER, ESQ. SBN 187998 LAW OFFICES OF SCOTT ERNEST WHEELER 250 WEST FIRST STREET, SUITE 216 CLAREMONT, CALIFORNIA 91711 TELEPHONE NO.: (909) 621-4988 FAX NO. (Optional): (909) 621-4622 E-MAIL ADDRESS (Optional): SEW@SCOTTWHEELERLAWOFFICE.COM ATTORNEY FOR (Name): PLAINTIFF, NAZARIO PEREZ	FOR COURT USE ONLY FILED Superior Court of California County of Riverside 7/10/2020 C. Nakagawa Electronically Filed
PLAINTIFF/PETITIONER: NAZARIO PEREZ.	CASE NUMBER: RIC2002575
DEFENDANT/RESPONDENT: CONTERA CONSTRUCTION CORPORATION ET. AL.	
CERTIFICATE OF COUNSEL	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92590
- ☐ The action concerns real property located in the zip code of:
- ☐ The Defendant resides in the zip code of:

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date July 9, 2020

Scott Ernest Wheeler, Esq.

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)



(SIGNATURE)

LAW OFFICE OF SCOTT E. WHEELER

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Claremont, California 91711
Telephone: (909) 621-4988
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THE WAND LAW FIRM, P.C.

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Telephone: (310) 590-4503
Facsimile: (310) 590-4596
Email: awand@wandlawfirm.com

Attorneys for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

NAZARIO PEREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CONTERA CONSTRUCTION
CORPORATION, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **RIC2002575**

COMPLAINT

CLASS ACTION

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Reporting Time
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Pay Timely Wages
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

10. Penalties Under the Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

This is a class action brought by Nazario Perez, on behalf of himself and all other similarly situated individuals ("Plaintiff"), against his former employer Contera Construction Corporation ("Contera Construction" or "Defendant"), in order to hold Contera Construction accountable for its wage theft and other violations of California wage and hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his respective personal knowledge.

1. Contera Construction earns significant profits in large part due to stealing wages and other compensation from its non-exempt employees, many of whom are unaware of their rights under California wage and hour laws and who are susceptible to such exploitation.

2. In order to minimize labor costs, Contera Construction has willfully failed to implement proper policies to comply with California wage and hour laws. For example, Contera Construction does not properly inform its employees of their rights to take meal or rest periods as required under California law. As a result, and due in part to other common unlawful policies and practices, Plaintiff and Class members have been systematically denied the ability to take the meal and rest periods that they are legally entitled to take.

3. Contera Construction similarly does not provide information of other rights provided under California law, including the right to be paid minimum and overtime wages or compensating non-exempt employees reporting time wages. Plaintiff and Class members were systematically denied proper overtime and minimum wage compensation due to Contera Construction's rounding policy and Plaintiff and the Class members did not receive reporting time wages for showing up to work and then being sent home without compensation.

4. Moreover, Contera Construction has implemented practices that conceal the ability of non-exempt employees to discover its unfair and unlawful employment practices. For example, Contera Construction implemented an illegal rounding policy which deprives non-exempt employees of their minimum, overtime and double time wages. The intent and consequence of Contera Construction's actions is to keep non-exempt employees in the dark about their rights to a fair workplace.

1 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
2 himself and a Class of all current and former non-exempt employees of Contera Construction
3 during the applicable limitations period to compensate these workers for the wages Contera
4 Construction has stolen from them and to protect current and future workers from being subjected
5 to similar wage theft and unlawful working conditions perpetrated by Contera Construction.

6 **JURISDICTION AND VENUE**

7 6. The Superior Court of the State of California has jurisdiction in this matter because
8 Plaintiff is a resident and citizen of California, and Contera Construction is a California corporation
9 that is qualified to do business in California and regularly conduct business in California. No
10 federal question is at issue because Plaintiff's claims are based solely on California law.

11 7. Venue is proper in this judicial district and the County of Riverside because
12 Plaintiff, and all other persons similarly situated, performed work for Contera Construction in the
13 County of Riverside, Contera Construction runs its business through its corporate headquarters and
14 facilities that are located in Temecula, California (a city located in the County of Riverside), and
15 Contera Construction's illegal payroll policies and practices, which are the subject of this action
16 were applied, at least in part, to Plaintiff, and other persons similarly situated, in the County of
17 Riverside.

18 **PLAINTIFF**

19 8. Plaintiff is a resident and citizen of the State of California and a former employee of
20 Contera Construction. Plaintiff worked as a truck driver, a non-exempt position, for Contera
21 Construction from approximately January of 2020 through the end of February of 2020.

22 9. Plaintiff, on behalf of himself and all other similarly situated individuals, brings this
23 class action to recover, among other things, wages and penalties from unpaid wages earned and
24 due, including but not limited to, Contera Construction's failure to provide legally compliant meal
25 and rest breaks and failure to provide proper compensation for missed and otherwise unlawful meal
26 and rest breaks, unpaid and illegally calculated regular, overtime and double-time compensation,
27 Contera Construction's failure to pay all wages due to discharged or quitting non-exempt
28

1 employees, Contera Construction's failure to maintain required records and failure to provide
2 accurate itemized wage statements and failure to pay reporting pay.

3 **DEFENDANT**

4 10. Contera Construction is, and at all times relevant herein was, a corporation
5 organized and existing under the laws of the State of California. On information and belief,
6 Contera Construction is authorized to conduct business in the State of California, and does conduct
7 business in the State of California. Contera Construction maintains its corporate headquarters in
8 Temecula, California and provides material hauling for the import and export of dirt, rock, base and
9 other fill materials throughout California.

10 11. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names.
12 Upon information and belief, each Defendant designated as a DOE is in some manner highly
13 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
14 damages, as alleged herein, were proximately caused by the conduct of such DOE defendants.
15 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
16 capacities of such DOE defendants when ascertained.

17 12. As a direct and proximate result of the unlawful actions of Contera Construction,
18 Plaintiff and Class members have suffered, and continue to suffer, from loss of earnings in amounts
19 as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

20 **CLASS ACTION ALLEGATIONS**

21 13. Plaintiff brings this action on behalf of himself and the following similarly situated
22 Class of individuals ("Class members"):

23 All current and former non-exempt employees of Contera Construction who performed
24 work for Contera Construction in the state of California during the period beginning four
(4) years prior to the filing of this action until the present.

25 14. Plaintiff reserves the right to name additional Class representatives as may be
26 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the
27 proposed Class and/or add subclasses before the Court determines whether certification is
28 appropriate.

15. This action is appropriately suited for a class action because:

A. The proposed Class is a significant number. Plaintiff is informed and believes that the proposed Class consists of at least 75 non-exempt employees. Joinder of all current and former non-exempt employees individually would be impractical.

B. This action involves common questions of law and fact to the proposed Class because the action focuses on the Contera Construction's systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in uniform violation of the California Labor Code, IWC Wage Orders, and the California Business and Professions Code, which prohibits unfair business practices arising from such violations.

C. Plaintiff's claims are typical of the proposed Class because Contera Construction subjected all of its non-exempt employees to the similar and overlapping violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

D. Plaintiff is able to fairly and adequately protect the interests of all members of the proposed Class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to the proposed Class for all services rendered and hours worked. Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

FIRST CAUSE OF ACTION

Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 4-2001, § 10

and all applicable IWC Orders]

(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)

16. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 15 (A-D).

17. During the Class period, as part of Contera Construction's unlawful policies and practices to deprive its non-exempt employees of all wages earned and due, Contera Construction required, permitted or otherwise suffered Plaintiff and Class members to perform work during their meal periods, to completely skip their meal periods, to take late and short meal periods, and

1 Contera Construction has otherwise failed to provide the required meal periods to Plaintiff and
2 Class members as required under California Labor Code §§ 226.7, 512, and § 10 of the applicable
3 IWC Order.

4 18. Contera Construction has implemented several common policies and practices that
5 have caused Plaintiff and Class members to systematically miss and otherwise take non-compliant
6 meal periods.

7 19. Contera Construction did not have a legally compliant meal period policy and did
8 not properly notify Plaintiff and Class members of their rights under California law to take full,
9 timely, uninterrupted meal periods. For example, Contera Construction did not post required wage
10 and hour posters at the workplace, did not provide proper training, and did not implement adequate
11 schedules regarding meal periods, resulting in systemic missed and non-compliant meal periods.
12 As a direct result of Contera Construction practice to conceal their legal rights, Plaintiff and Class
13 members routinely missed meal periods altogether, and also took late and short meal periods.

14 20. To the extent Contera Construction had any meal period policy, its policy was to
15 actively discourage such meal periods. Contera Construction promoted a culture in which taking a
16 meal period came second to completing an unreasonable amount of work within the scheduled
17 shift. Contera Construction consistently denied Plaintiff and Class members compliant meal
18 periods by requiring them to complete so much work within their shifts that they would be forced
19 to skip their meal periods, to take them after working longer than five (5) hours, to perform work
20 during their meal periods, or return to work after taking less than a thirty (30) minute meal period.
21 Further, Plaintiff and Class members were either too busy or could not stop while on the road in
22 order to take their meal periods.

23 21. Contera Construction has also violated Cal. Lab. Code §§ 226.7 and 512, § 10 of the
24 applicable IWC Order, all other applicable IWC Wage Orders, and the California Unfair
25 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and
26 Class members who were not authorized and permitted to take a timely, uninterrupted meal period,
27 in accordance with the applicable wage order, one additional hour of compensation at the proper
28 regular rate of pay for each workday that such a meal period was not authorized or permitted.

1 22. Contera Construction has further violated Cal. Lab. Code §§ 226.7, 510, 1194, 1197
2 by failing to compensate Plaintiff and Class Members for all hours worked during their meal
3 periods.

4 23. As a proximate result of the aforementioned violations, Plaintiff and Class
5 members have been damaged in an amount according to proof at trial, and seek all wages earned
6 and due, interest, penalties, expenses, and costs of suit.

7 **SECOND CAUSE OF ACTION**

8 **Failure to Provide Required Rest Breaks**

9 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 4-2001, § 11]**

10 **and all applicable IWC Wage Orders]**

11 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

12 24. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 23.

14 25. At all times relevant herein, as part of Contera Construction's illegal payroll policies
15 and practices to deprive their non-exempt employees of all wages earned and due, Contera
16 Construction failed to permit Plaintiff and Class members to take rest breaks as required under Cal.
17 Lab. Code §§ 226.7 and 512, and § 11 of the applicable IWC Order and all other applicable IWC
18 Wage Orders.

19 26. Contera Construction failed to implement policies or procedures to provide rest
20 breaks, and Plaintiff and Class members did not take rest breaks when they were entitled to because
21 they were not adequately informed of their rights to do so under California law. As alleged herein,
22 Contera Construction did not have a legally compliant rest break policy and it did not adequately
23 inform them of their rights to take rest breaks. In addition, Contera Construction did not post the
24 required wage and hour posters, including but not limited to the appropriate IWC Wage Order
25 poster, at the workplace, did not provide adequate training regarding their legal obligations to
26 provide rest breaks, and did not implement an adequate schedule regarding rest breaks for non-
27 exempt employees. These common policies and practices have caused systematic violations of Cal.

1 Lab. Code §§ 226.7 and 512, and § 11 of the applicable IWC Order and all other applicable wage
2 orders.

3 27. To the extent Contera Construction maintained any rest break policy, its policy was
4 to actively discourage Plaintiff and Class members from taking their rest breaks by, among other
5 things, giving them unreasonable amounts of work that had to be completed within their shift such
6 that rest breaks simply could not be taken. Contera Construction a culture in which taking a rest
7 break came second to completing all of one's job duties within the scheduled shift.

8 28. Further, Plaintiff and Class members were either too busy or could not stop while on
9 the road in order to take their rest periods. Plaintiff and Class members would not take rest periods
10 during shifts between 4 and 12 hours even though one or more rest periods are legally mandated
11 during such shifts.

12 29. Contera Construction further violated Cal. Lab. Code § 226.7, § 12 of the applicable
13 IWC Wage Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200
14 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break, in
15 accordance with the applicable IWC Wage Order, one additional hour of compensation at the
16 proper regular rate of pay for each workday that a rest break was not provided.

17 30. As a proximate result of the aforementioned violations, Plaintiff and Class members
18 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
19 interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

22 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 4-2001, § 3**

23 **and all applicable IWC Orders]**

24 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

25 31. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 30.

27 32. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable wage
28 order, Contera Construction is required to compensate Plaintiff and Class members for all overtime,

1 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
2 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours
3 on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
4 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
5 consecutive day of work in any workweek.

6 33. Plaintiff and Class members are current and former non-exempt employees entitled
7 to the protections of California Labor Code §§ 510, 1194, IWC Wage Order No. 4-2001 and all
8 other applicable IWC Wage Orders. During the Class period, Contera Construction failed to
9 compensate Plaintiff and Class members for all overtime hours worked as required under the
10 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:
11 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
12 California Labor Code §§ 510, 1194, IWC Wage Order No. 4-2001, § 3 and all other applicable
13 IWC Wage Orders, requiring, permitting or suffering Plaintiff and Class members to work off-the-
14 clock, and to work through meal and rest breaks, but not compensating them for this time, illegally
15 and inaccurately recording time in which Plaintiff and Class members worked, illegally rounding
16 the time worked in favor of Contera Construction which deprived by Plaintiff and Class members
17 of overtime compensation, not paying Plaintiff and Class members for nonproductive work time,
18 and other methods to be discovered.

19 34. In violation of California law, Contera Construction has knowingly and willfully
20 refused to perform its obligations to compensate Plaintiff and Class members for all wages earned
21 and all hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
22 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
23 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
24 Contera Construction to fully perform their obligations under state law, all to their respective
25 damages in amounts according to proof at time of trial, and within the jurisdiction of this Court.

26 35. Contera Construction conduct described herein violates California Labor Code §§
27 510, 1194, 1198, IWC Wage Order No. 4-2001, § 3 and all other applicable IWC Wage Orders.
28 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other

1 applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class
2 members are entitled to recover the unpaid balance of wages owed to them by , plus interest,
3 penalties, attorneys' fees, expenses, and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 **Failure to Pay Reporting Pay**

6 **[IWC Wage Order No. 4-2001, § 5**

7 **and all applicable IWC Wage Orders]**

8 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

9 36. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 35.

11 37. IWC Wage Order No. 4-2001 §5, and all related IWC Wage Orders provides, in
12 pertinent part, as follows: Each workday an employee is required to report for work and does
13 report, but is not put to work or is furnished less than half said employee's usual or scheduled day's
14 work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less
15 than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall
16 not be less than the minimum wage.

17 38. Contera Construction routinely scheduled more hourly employees for each shift than
18 were permitted to work their full shifts. When this happened, one or more employees (often
19 including Plaintiff and the Class Members) would arrive at work only to be sent home before
20 having worked half their scheduled shifts – and often before even clocking in.

21 39. Contera Construction did not pay those employees reporting time pay, in violation
22 of §5 of the applicable IWC Wage Orders.

23 40. As a result of the wrongful and unlawful acts of Contera Construction alleged
24 herein, Plaintiff and the Class members have been deprived of reporting time pay in amounts to be
25 determined and are entitled to recovery of said amounts according to proof.

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1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Lab. Code §§ 201, 202, 203]**

4 **(On Behalf of Plaintiff and the Class against Contera Constructions and DOES 1 through 50)**

5 41. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 40.

7 42. Pursuant to California Labor Code §§ 201, 202, and 203, Contera Construction is
8 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
9 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
10 and unpaid at the time of discharge are due and payable immediately.

11 43. Furthermore, pursuant to California Labor Code § 202, Contera Construction is
12 required to pay all accrued wages due to an employee no later than seventy-two (72) hours after the
13 employee quits his or her employment, unless the employee provided seventy-two (72) hours
14 previous notice of his or her intention to quit, in which case the employee is entitled to his or wages
15 at the time of quitting.

16 44. California Labor Code § 203 provides that if an employer willfully fails to pay, in
17 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
18 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
19 compensation to the employee at the same rate for up to thirty (30) workdays.

20 45. During the Class period, Contera Construction has willfully failed to pay accrued
21 wages and other compensation to Plaintiff and Class members in accordance with California Labor
22 Code §§ 201 and 202. Contera Construction does not have a sufficient policy to provide Plaintiff
23 and Class members with their final paychecks within the timeframes required under California law.
24 In addition, because Contera Construction has failed and continues to fail to properly compensate
25 Plaintiff and Class members for all hours worked when due, overtime wages, and compensation for
26 non-compliant meal and rest breaks, Contera Construction has also willfully failed and continues to
27 fail to pay accrued wages and other compensation to Plaintiff and Class members in accordance
28 with California Labor Code §§ 201 and 202.

1 46. As a result, Plaintiff and Class members are entitled to all available statutory
2 penalties, including the waiting time penalties provided in California Labor Code § 203, together
3 with interest thereon, as well as other available remedies.

4 47. As a proximate result of Contera Construction unlawful actions and omissions,
5 Plaintiff and Class members have been deprived of compensation in an amount according to proof
6 at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of
7 such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor
8 Code § 1194.

9 **SIXTH CAUSE OF ACTION**

10 **Failure to Pay Timely Wages**

11 **[Cal. Lab. Code §§ 204, 210]**

12 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

13 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in paragraphs 1 through 47.

15 49. California Labor Code § 204 provides that all wages earned by any person in any
16 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
17 wages due upon termination of an employee, are due and payable between the 16th and 26th day of
18 the month during which the labor was performed. California Labor Code § 204 further provides
19 that all wages earned by any person in any employment between the 16th and the last day,
20 inclusive, of any calendar month, other than those wages due upon termination of an employee, are
21 due and payable between the 1st and the 10th day of the following month. California Labor Code §
22 204 further provides that all wages eared for labor in excess of the normal work period shall be
23 paid no later than the payday for the next regular payroll period.

24 50. During the Class period, Contera Construction, among other things, willfully failed
25 to pay Plaintiff and Class members all wages earned and due to them, including but not limited to,
26 meal and rest break premiums, overtime payments, and payment for work performed off-the-clock,
27 within any time period permissible under Labor Code § 204.

1 51. As a proximate result of Contera Construction's unlawful actions and omissions,
2 Plaintiff and Class members are entitled to all available statutory penalties, including but not
3 limited to, civil penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1,
4 2699(a), and other applicable provisions under the California Labor Code and IWC Wage Orders,
5 and an award of costs, expenses, and reasonable attorneys' fees.

6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Maintain Required Records**

8 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 6**

9 **and all other applicable IWC Wage Orders]**

10 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

11 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 51.

13 53. During the Class period, as part of Contera Construction's illegal payroll policies
14 and practices to deprive Plaintiff and Class members of all wages earned and due, Contera
15 Construction knowingly and intentionally failed to maintain records as required under California
16 Labor Code §§ 226, 1174, § 6 of IWC Wage Order 4-2001 and all other applicable wage orders,
17 including but not limited to, the following records: total daily hours worked by each non-exempt
18 employee; applicable rates of pay; meal periods; and accurate itemized wage statements.

19 54. As a proximate result of Contera Construction unlawful actions and omissions,
20 Plaintiff and Class members have been damaged in an amount according to proof at trial, and are
21 entitled to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class
22 members are entitled to all available statutory penalties, including but not limited to civil penalties
23 pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses,
24 and reasonable attorneys' fees, including but not limited to those provided in California Labor
25 Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 4-2001, § 7 and all other IWC Wage Orders]**

4 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

5 55. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 54.

7 56. During the statute of limitations period, Contera Construction has routinely failed to
8 provide Plaintiff and Class members with timely and accurate itemized wage statements. Contera
9 Construction's wage statements fail to list the total hours worked by the employee, the correct rate
10 of pay for purposes of calculating the regular rate of pay and/or overtime rate of pay, or the correct
11 hours worked and paid. Moreover, Contera Construction has not provided Plaintiff and Class
12 members with proper meal periods and rest breaks but has intentionally failed to include in their
13 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
14 compliant meal period or rest break.

15 57. In order to conceal its wage theft, Contera Construction knowingly and intentionally
16 failed to provide Plaintiff and Class members with timely and accurate itemized wage statements in
17 accordance with Cal. Lab. Code § 226(a), and § 7 of IWC Wage Order No. 4-2001 and any other
18 applicable IWC Wage Order.

19 58. Plaintiff and Class members suffered injury as a result of Contera Construction's
20 failure to provide timely and accurate itemized wage statements because it prevented them from
21 discovering the scope and extent of Contera Construction's violations of California wage and hour
22 laws, prevented them from being able to determine the gross wages earned, the total hours worked,
23 all deductions made, the net wages earned, all applicable hourly rates in effect during each pay period
24 and the corresponding number of hours worked at each hourly rate, or even the name of the legal
25 entity that employed them.

26 59. As a proximate result of Contera Constructions's unlawful actions and omissions,
27 Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek
28

1 all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled
2 to all available penalties, including but not limited to penalties pursuant to Cal. Lab. Code §§ 226(e),
3 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but not
4 limited to those provided in California Labor Code § 226(e), as well as other available remedies.

5 **NINTH CAUSE OF ACTION**

6 **Unfair and Unlawful Business Practices**

7 **[Cal. Bus. & Prof. Code § 17200 *et. seq.*]**

8 **(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)**

9 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 59.

11 61. Each and every one of Contera Construction's acts and omissions in violation of the
12 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
13 limited to, Contera Construction's failure to provide required meal and rest breaks, failure to pay all
14 wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate
15 itemized wage statements or to maintain required records, failure to pay proper overtime and regular
16 wages, constitute an unfair and unlawful business practice under California Business and Professions
17 Code § 17200, *et seq.*

18 62. Contera Construction's violations of California wage and hour laws, constitute a
19 business practice because the aforementioned acts and omissions were done repeatedly over a
20 significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class
21 members.

22 63. Contera Construction has avoided payment of wages, prevailing wages, the provision
23 of meal and rest breaks, and other benefits as required by the California Labor Code, the California
24 Code of Regulations, and the applicable IWC Wage Order. Further, Defendant has failed to record,
25 report, and pay the correct sums of assessment to the state authorities under the California Labor
26 Code and other applicable regulations.

64. As a result of these unfair and unlawful business practices, Contera Construction has reaped unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and members of the public. Contera Construction should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and Class members.

65. Contera Construction's unfair and unlawful business practices entitle Plaintiff and Class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Contera Construction's account for, disgorge, and restore to Plaintiff and Class members the wages and other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to restitution of all monies to be disgorged from Defendant in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

Representative Action for Civil Penalties

[Cal. Lab. Code §§ 2698- 2699.5]

(On Behalf of Plaintiff and the Class against Contera Construction and DOES 1 through 50)

66. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 65, with exception of the allegations in Paragraph 15 (A-D).

67. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code § 2699(c), and is a proper representative to bring a civil action on behalf of himself and other current and former non-exempt employees of Contera Construction pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff is employed by Contera Construction and the alleged violations of the California Labor Code were committed against Plaintiff.

68. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199, IWC Wage Order No. 4-2001, § 20 and all applicable wage orders, from Contera Construction in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 1174, 1194, 1197 and 1198.

1 Plaintiff is also entitled to an award of reasonable attorneys' fees and costs pursuant to California
2 Labor Code § 2699(g)(1).

3 69. Pursuant to California Labor Code §§ 2699.3, on April 21, 2020, Plaintiff gave
4 written notice by certified mail to the California Labor and Workforce Development Agency
5 ("LWDA") and Contera Construction of the specific provisions of the California Labor Code and
6 IWC Wage Orders alleged to have been violated, including the facts and theories to support the
7 alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff's notice letter,
8 the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
9 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
10 2699.3 to commence a representative action under PAGA.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly situated,
13 respectfully prays for relief against Contera Construction and DOES 1 through 50, inclusive, and
14 each of them, as follows:

- 15 1. For compensatory damages in an amount to be ascertained at trial;
- 16 2. For restitution of all monies due to Plaintiff and Class members, as well as
17 disgorged profits from the unfair and unlawful business practices of Contera Construction;
- 18 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
19 and IWC Wage Order No. 4-2001 and any other applicable IWC Wage Order;
- 20 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 21 5. For preliminary and permanent injunctive relief enjoining Contera Construction
22 from violating the relevant provisions of the California Labor Code and the IWC Wager Orders,
23 and from engaging in the unlawful business practices complained of herein;
- 24 6. For waiting time penalties pursuant to California Labor Code § 203;
- 25 7. For statutory and civil penalties according to proof, including but not limited to all
26 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 1174.5, 1197.1,
27 and 2699;

1 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
2 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
3 provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
5 218.5, 226, 1194, 2802, and 2699, and California Civil Code §§ 1021.5, and/or any other applicable
6 provisions providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For an order requiring and certifying the First through Ninth Causes of Action as a
9 class action;

10 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
11 Class counsel; and

12 13. For such further relief that the Court may deem just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
15 with respect to all issues triable of right by jury.

16
17 DATED: July 9, 2020

LAW OFFICE OF SCOTT ERNEST WHEELER

18
19  By: _____

SCOTT ERNEST WHEELER

20
21 THE WAND LAW FIRM, P.C.
AUBRY WAND

22 *Attorneys for Plaintiff and the Putative Class*
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