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10 Attorneys for Plaintiff DANIEL TORRES,
11 an individual, on behalf of himself and all
12 other AGGRIEVED EMPLOYEES

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF SOLANO

14 DANIEL TORRES, an individual, on behalf of
15 himself and all other AGGRIEVED
16 EMPLOYEES,

16 Plaintiff,

17 vs.

18 TAYLOR STRUCTURES, INC., a California
19 corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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ENDORSED FILED
Clerk of the Superior Court

JUN 24 2020

By J. Abueg
DEPUTY CLERK

ASSIGNED TO
JUDGE E. Bradley Nelson
FOR ALL PURPOSES

CASE NO. **FC8054949**
COMPLAINT

**PENALTIES UNDER THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

BY FAX

1
2 Plaintiff DANIEL TORRES (“PLAINTIFF”), an individual, on behalf of himself and all
3 other current and former non-exempt employees of DEFENDANTS (as defined in Paragraph 1
4 below) during the relevant statutory period (“AGGRIEVED EMPLOYEES”), hereby alleges as
5 follows:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this representative action under the California Labor Code
8 Private Attorneys General Act (Labor Code §§ 2698, *et seq.* (“PAGA”) on behalf of the State of
9 California, himself and all other AGGRIEVED EMPLOYEES of Defendants TAYLOR
10 STRUCTURES, INC. (“TAYLOR STRUCTURES”); and DOES 1 through 50 inclusive
11 (collectively, “DEFENDANTS”) in the State of California during the relevant statutory period to
12 recover penalties arising from DEFENDANTS’ failure to provide employees meal and rest periods,
13 failure to provide minimum and overtime wages for all hours worked, failure to timely pay wages
14 during employment, failure to pay wages due upon separation, failure to maintain required records,
15 failure to provide accurate itemized wage statements, and failure to indemnify employees for
16 necessary expenditures and/or losses incurred in the discharge of their duties.

17 **JURISDICTION AND VENUE**

18 2. The Superior Court of the State of California has jurisdiction in this matter because
19 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens and
20 residents of, and/or regularly conduct business in, California. Further, no federal question is at
21 issue because the claims are based solely on California law.

22 3. Venue is proper in this judicial district and the County of Solano, California because
23 DEFENDANTS maintain offices and facilities and transact business in the County of Solano, and
24 DEFENDANTS’ illegal policies and practices which are the subject of this action were applied, at
25 least in part, to PLAINTIFF and other persons similarly situated in the County of Solano.

26 **THE PARTIES**

27 4. PLAINTIFF is a citizen and resident of the State of California. At times material to
28 this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-

1 exempt employee. PLAINTIFF worked for DEFENDANTS as a Carpenter for DEFENDANTS
2 from approximately October 2019 to March 10, 2020.

3 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
4 TAYLOR STRUCTURES is, and at all times relevant hereto was, a California corporation.
5 PLAINTIFF is further informed and believes, and thereon alleges, that TAYLOR STRUCTURES
6 is authorized to and does conduct business in the State of California. Specifically, TAYLOR
7 STRUCTURES maintains offices and facilities, conducts business, and engages in illegal policies
8 or practices in the County of Solano, State of California.

9 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
10 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
11 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated
12 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
13 PLAINTIFF's and AGGRIEVED EMPLOYEES' injuries and damages, as alleged herein, were
14 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
15 Court to amend this Complaint to allege the true names and capacities of such DOE defendants
16 when ascertained.

17 7. At all relevant times herein, DEFENDANTS were the joint employers of
18 PLAINTIFF and AGGRIEVED EMPLOYEES. PLAINTIFF is informed and believes, and thereon
19 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates, integrated
20 enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators,
21 authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other.
22 Each Defendant was completely dominated by his, her or its co-defendant, and each was the alter
23 ego of the other.

24 8. At all relevant times, PLAINTIFF and other AGGRIEVED EMPLOYEES were
25 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
26 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
27 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
28 PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and due, through methods

1 and schemes which include, but are not limited to, failing to provide meal periods; failing to
2 authorize and permit rest breaks; failing to pay minimum and overtime wages; failing to provide
3 accurate itemized statements for each pay period; failing to maintain required records; failing to
4 timely pay all wages due upon separation; and failing to compensate PLAINTIFF and
5 AGGRIEVED EMPLOYEES for necessary expenditures, in violation of the California Labor Code
6 and the applicable Industrial Welfare Commission (“IWC”) Wage Orders.

7 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
8 of the acts and omissions alleged herein were performed by, and/or attributable to, all
9 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of
10 each of the other defendants, and that said acts and failures to act were within the course and scope
11 of said agency, employment and/or direction and control.

12 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

13 10. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
14 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all other
15 AGGRIEVED EMPLOYEES of DEFENDANTS in the State of California at any time within the
16 period beginning one (1) year and sixty-five (65) days prior to the filing of this action, and ending
17 at the time this action settles or proceeds to final judgment (“PENALTY PERIOD”).

18 11. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
19 on April 15, 2020 to the California Labor and Workforce Development Agency (“LWDA”) and
20 by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
21 Orders alleged to have been violated, including the facts and theories to support the alleged
22 violations. PLAINTIFF has not received any response from the LWDA. As PLAINTIFF has
23 waited more than sixty-five (65) days from the April 15, 2020 postmark date of PLAINTIFF’s
24 written notice before filing this action, PLAINTIFF has complied with all of the requirements set
25 forth in Labor Code § 2699.3 to commence a representative action under PAGA.

26 **FACTUAL ALLEGATIONS**

27 **Failure to Provide Required Meal Periods**

28 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11]**

1 12. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and
2 practices to deprive their current and former non-exempt employees all wages earned and due.
3 DEFENDANTS required, suffered or permitted PLAINTIFF and other AGGRIEVED
4 EMPLOYEES to take less than the 30-minute meal period, or to work through them, and have
5 failed to otherwise provide the required meal periods to PLAINTIFF and other AGGRIEVED
6 EMPLOYEES pursuant to Labor Code §§ 226.7 and 512 and IWC Order No. 16-2001, § 11.

7 13. DEFENDANTS further violated California Labor Code § 226.7 and 512 and IWC
8 Wage Order No. 16-2001, § 11 by failing to compensate PLAINTIFF and other AGGRIEVED
9 EMPLOYEES who were not provided a meal period, in accordance with the applicable IWC Wage
10 Order, one additional hour of compensation at each employee's regular rate of pay for each work
11 day that a meal period was not provided.

12 **Failure to Provide Required Rest Periods**

13 **[Cal. Labor Code § 226.7; IWC Wage Order No. 16-2001, § 12]**

14 14. At all times relevant herein, as part of DEFENDANTS' illegal policies and practices
15 to deprive their current and former non-exempt employees all wages earned and due,
16 DEFENDANTS failed to provide rest periods to PLAINTIFF and other AGGRIEVED
17 EMPLOYEES as required under Labor Code § 226.7 and IWC Wage Order No. 16-2001, § 12.

18 15. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
19 Order No. 16-2001, § 12 by failing to pay PLAINTIFF and other AGGRIEVED EMPLOYEES who
20 were not provided a rest period, in accordance with the applicable IWC Wage Order, one additional
21 hour of compensation at each employee's regular rate of pay for each work day that a rest period
22 was not provided.

23 **Failure to Pay Minimum Wages**

24 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

25 16. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 16-
26 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked
27 in a payroll period is unlawful.

1 17. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194
2 and 1197 and IWC Wage Order 16-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and other
3 AGGRIEVED EMPLOYEES the applicable minimum wages for all hours worked in a payroll
4 period by, among other things: requiring, suffering, or permitting PLAINTIFF and other
5 AGGRIEVED EMPLOYEES to work off the clock; requiring, suffering, or permitting PLAINTIFF
6 and other AGGRIEVED EMPLOYEES to work through meal breaks without compensation;
7 illegally and inaccurately recording time worked by PLAINTIFF and other AGGRIEVED
8 EMPLOYEES; failing to properly maintain PLAINTIFF's and other AGGRIEVED
9 EMPLOYEES' records; failing to provide accurate, itemized wage statements to PLAINTIFF and
10 other AGGRIEVED EMPLOYEES for each pay period; and other methods to be discovered.

11 **Failure to Pay Overtime Wages**

12 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

13 18. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 16-
14 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other AGGRIEVED
15 EMPLOYEES for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for
16 all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
17 first eight (8) hours on the seventh consecutive work day and at a rate of twice the regular rate of
18 pay for all hours worked in excess of twelve (12) hours in any work day and for all hours worked
19 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

20 19. PLAINTIFF and other AGGRIEVED EMPLOYEES are current and former non-
21 exempt employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194
22 and IWC Wage Order 16-2001. During the PENALTY PERIOD, DEFENDANTS failed to
23 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all overtime hours worked as
24 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
25 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
26 rate of pay as provided by California Labor Code §§ 510, 511 and 1194 and IWC Wage Order No.
27 16-2001, § 3; requiring, suffering or permitting PLAINTIFF and other AGGRIEVED
28 EMPLOYEES to work off the clock; requiring, suffering or permitting PLAINTIFF and other

1 AGGRIEVED EMPLOYEES to work through meal breaks without compensation; illegally and
2 inaccurately recording time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES;
3 failing to properly maintain PLAINTIFF's and other AGGRIEVED EMPLOYEES' records; failing
4 to provide accurate itemized wage statements to PLAINTIFF and other AGGRIEVED
5 EMPLOYEES for each pay period; and other methods to be discovered.

6 20. DEFENDANTS have knowingly and willfully refused to perform their obligations
7 to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all wages earned and all
8 hours worked in violation of Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 16-2001,
9 § 3.

10 **Failure to Timely Pay Wages During Employment**

11 **[Cal. Labor Code § 204]**

12 21. Pursuant to California Labor Code § 204, for all labor performed between the 1st
13 and 15th days of any calendar month, DEFENDANTS are required to pay their non-exempt
14 employees between the 16th and 26th day of the month during which the labor was performed.
15 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
16 days of any calendar month, DEFENDANTS are required to pay their non-exempt employees
17 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
18 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
19 no later than the payday of the next regular payroll period.

20 22. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
21 to timely pay PLAINTIFF and other AGGRIEVED EMPLOYEES all the wages for labor
22 performed by the next regular payroll period as required by California Labor Code § 204.

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

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 23. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
26 required to pay all earned and unpaid wages to an employee who is discharged.

27 24. California Labor Code § 201 mandates that if an employer discharges an employee,
28 the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

1 25. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are required
2 to pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee
3 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
4 of his or her intention to quit, in which case the employee is entitled to his or wages at the time of
5 quitting.

6 26. California Labor Code § 203 provides that if an employer willfully fails to pay, in
7 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
8 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
9 compensation to the employee at the same rate for up to thirty (30) work days.

10 27. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
11 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
12 PLAINTIFF and other AGGRIEVED EMPLOYEES who were discharged or quit his or her
13 employment.

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

15 **[Cal. Labor Code § 226; IWC Wage Order No. 16-2001, § 7]**

16 28. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
17 fail to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate
18 itemized wage statements in writing showing each employee's gross wages earned, total hours
19 worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid
20 on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for
21 which the employee is paid, the name of the employee and only the last four digits of his or her
22 social security number or employee identification number, the name and address of the legal entity
23 or entities employing PLAINTIFF and other AGGRIEVED EMPLOYEES, and all applicable
24 hourly rates in effect during each pay period and the corresponding number of hours worked at
25 each hourly rate, in violation of California Labor Code § 226(a) and IWC Wage Order No. 16-
26 2001, § 7.

27 29. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
28 failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with timely and accurate

1 itemized statements in accordance with Labor Code § 226(a).

2 30. During the PENALTY PERIOD, PLAINTIFF and other AGGRIEVED
3 EMPLOYEES suffered injury as a result of DEFENDANTS' failure to provide timely and accurate
4 itemized wage statements as PLAINTIFF and other AGGRIEVED EMPLOYEES could not
5 promptly and easily determine from the wage statement alone one or more of the following: the
6 gross wages earned, the total hours worked, all deductions made, the net wages earned, the name
7 and address of the legal entity or entities employing PLAINTIFF and other AGGRIEVED
8 EMPLOYEES, and/or all applicable hourly rates in effect during each pay period and the
9 corresponding number of hours worked at each hourly rate.

10 **Failure to Maintain Required Records**

11 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 16-2001, § 7]**

12 31. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll policies
13 and practices to deprive PLAINTIFF and other AGGRIEVED EMPLOYEES of all wages earned
14 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required under
15 Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 16-2001, § 7, including but not
16 limited to the following records: total daily hours worked by each employee; applicable rates of
17 pay; all deductions; meal periods; time records showing when each employee begins and ends each
18 work period; and accurate itemized statements.

19 **Failure to Indemnify Employees for Necessary**

20 **Expenditures Incurred in Discharge of Duties**

21 **[Cal. Labor Code § 2802]**

22 32. California Labor Code § 2802(a) requires an employer to indemnify an employee
23 for all necessary expenditures or losses incurred by the employee in direct consequence of the
24 discharge of his or her duties, or of his or her obedience to the directions of the employer.

25 33. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
26 and other AGGRIEVED EMPLOYEES for all business expenses and/or losses incurred in direct
27 consequence of the discharge of their duties while working under the direction of DEFENDANTS,
28 including but not limited to expenses for cell phones and other employment-related expenses, in

1 violation of California Labor Code § 2802.

2 **FIRST CAUSE OF ACTION**

3 **PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

4 **[Cal. Labor Code §§ 2698, *et seq.*]**

5 **(Against All DEFENDANTS)**

6
7 34. PLAINTIFF incorporates herein by specific reference as though fully set forth the
8 allegations in all preceding paragraphs.

9 35. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
10 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
11 AGGRIEVED EMPLOYEES of DEFENDANTS pursuant to the procedures specified in California
12 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of
13 the alleged Labor Code violations were committed against PLAINTIFF and other AGGRIEVED
14 EMPLOYEES during the PENALTY PERIOD.

15 36. PLAINTIFF seeks to recover civil penalties through a representative action
16 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969
17 (2009). Thus, class certification is not required.

18 37. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
19 penalties from DEFENDANTS in a representative action for the violations set forth above,
20 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
21 512, 1174(d), 1194, 1197, 1198, and 2802.

22 38. Pursuant to California Labor Code §§ 2699(a), PLAINTIFF seeks civil penalties for
23 DEFENDANTS’ violation of Labor Code provisions for which a civil penalty is specifically
24 provided, including but not limited to the following:

- 25 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
26 DEFENDANTS are subject to a civil penalty in the amount of one hundred
27 dollars (\$100) for the initial violation for each failure to pay each employee and
28 two hundred dollars (\$200) per employee for violations in subsequent pay

1 periods.

- 2 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
3 DEFENDANTS are subject to a civil penalty in the amount of two hundred and
4 fifty dollars (\$250) per aggrieved employee for the initial pay period where a
5 violation occurs and one thousand dollars (\$1,000) per aggrieved employee for
6 violations in subsequent pay periods.
- 7 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting on
8 behalf of an employee who violates, or causes to be violated, a section of this
9 chapter or any provision regulating hours and days of work in any order of the
10 Industrial Welfare Commission,” including Labor Code §§ 510 and 512, shall
11 be subject to a civil penalty, in addition to any other penalty provided by law, of
12 fifty dollars (\$50) for initial violations for each underpaid employee for each pay
13 period for which the employee was underpaid and one hundred dollars (\$100)
14 for each subsequent violation for each underpaid employee for each pay period
15 for which the employee was underpaid.
- 16 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
17 DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500).
- 18 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to paid to
19 any employee a wage less than the minimum fixed by an order of the
20 commission shall be subject to a civil penalty as follows: for any initial violation
21 that is intentionally committed, one hundred dollars (\$100) for each underpaid
22 employee for each pay period for which the employee is underpaid, and for each
23 subsequent violation of the same offense, two hundred fifty dollars (\$250) for
24 each underpaid employee for each pay period for which the employee is
25 underpaid regardless of whether the initial violation was intentionally
26 committed.

27 39. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
28 penalty is not specifically provided, the following civil penalties are established: one hundred

1 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
2 (\$200) for each aggrieved employee per pay period for each subsequent violation. PLAINTIFF
3 seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor
4 Code provisions for which a civil penalty is not specifically provided, including but not limited to
5 Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

6 40. PLAINTIFF additionally seeks reasonable attorneys' fees and costs pursuant to
7 Labor Code § 2699(g)(1).

8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF, individually and on behalf of all other AGGRIEVED
10 EMPLOYEES, prays for relief against DEFENDANTS as follows:

11 1. For civil penalties according to proof, including but not limited to the amount of any
12 unpaid wages of PLAINTIFF and other AGGRIEVED EMPLOYEES and all penalties authorized
13 by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f).

14 2. For reasonable attorneys' fees and costs pursuant to California Labor Code
15 §§ 2699(g) and/or any other applicable provisions providing for attorneys' fees and costs;

16 3. For such further relief that the Court may deem just and proper.
17
18

19 DATED: June 24, 2020

Respectfully submitted,

20 **MATERN LAW GROUP, PC**

21
22 By:



23 MATTHEW J. MATERN

JOSHUA D. BOXER

24 ELIZABETH A. MEDRANO

25 Attorneys for Plaintiff DANIEL TORRES,
26 individually and on behalf of all AGGRIEVED
27 EMPLOYEES
28

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: June 24, 2020

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
JOSHUA D. BOXER
ELIZABETH A. MEDRANO
Attorneys for Plaintiff DANIEL TORRES,
individually and on behalf of all other
AGGRIEVED EMPLOYEES