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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

KOREY CURLEY and SCOTT RYAN, on
behalf of themselves and other similarly-
situated and aggrieved employees,

Plaintiffs,

vs.

PAR ELECTRICAL CONTRACTORS,
INC., a Missouri Corporation; PAR
WESTERN LINE CONTRACTORS, LLC,
a Delaware corporation; QUANTA
SERVICES, INC., a Delaware corporation;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. 37-2021-00019761-CU-OE-CTL

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES, RESTITUTION, AND
INJUNCTIVE RELIEF AND PENALTIES**

- 1. FAILURE TO PAY MINIMUM,
REGULAR AND OVERTIME WAGES**
- 2. FAILURE TO PROVIDE MEAL
PERIODS**
- 3. FAILURE TO PROVIDE REST
PERIODS**
- 4. FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
- 5. FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS**
- 6. FAILURE TO PAY WAGES TIMELY
TO TERMINATED EMPLOYEES**
- 7. FAILURE TO MAINTAIN ACCURATE
RECORDS**
- 8. VIOLATIONS OF THE UNFAIR
COMPETITION LAW**
- 9. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PAY
MINIMUM, REGULAR, AND
OVERTIME WAGES**

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Superior Court of California,
County of San Diego

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By Katie Winburn, Deputy Clerk

10. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
MEAL PERIODS
11. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
REST PERIODS
12. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO
REIMBURSE NECESSARY BUSINESS
EXPENSES
13. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS
14. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO PAY
WAGES TIMELY TO TERMINATED
EMPLOYEES
15. CIVIL PENALTIES UNDER THE
PAGA FOR FAILURE TO MAINTAIN
ACCURATE RECORDS

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Attorneys for Plaintiff Scott Ryan, on behalf of himself
and other similarly-situated and aggrieved employees

1 Plaintiffs KOREY CURLEY and Scott Ryan (“Plaintiffs”), on behalf of themselves and
2 other similarly-situated and aggrieved employees, and as Representatives of the State of
3 California’s Labor and Workforce Development Agency (“LWDA”), hereby allege as follows:

4 I.

5 **INTRODUCTION**

6 1. Plaintiffs bring this proposed class action against their former employers PAR
7 ELECTRICAL CONTRACTORS, INC., a Missouri Corporation; PAR WESTERN LINE
8 CONTRACTORS, LLC, a Delaware corporation; QUANTA SERVICES, INC., a Delaware
9 corporation; and DOES 1-10 (collectively referred to as “Defendants”) for multiple wage and
10 hour violations under the California Labor Code to recover unpaid minimum, regular, and
11 overtime wages and unreimbursed business expenses. Specifically, during all or a significant part
12 of the applicable limitations period, or proposed “Class Period” (which is defined at any time
13 from four years prior to the commencement of this action until the commencement of trial in the
14 matter), Plaintiffs allege Defendants did not pay them or other hourly non-exempt employees all
15 wages for all hours worked, including time spent working during purported meal periods.
16 Plaintiffs seek to recover compensation for Defendants’ failure to provide compliant meal and
17 rest periods, as well as derivative claims for failure to provide accurate itemized wage statements
18 and timely pay all wages due at separation from employment. Plaintiffs also seek reimbursement
19 for business expenses incurred in the discharge of their employment duties. Plaintiffs also bring
20 this action for unfair competition under Business and Professions Code sections 17200, *et seq.*

21 2. Plaintiffs Curley and Ryan each filed separate actions in the Superior Court of
22 California because each were residents of the state of California and an aggrieved employee
23 authorized to represent the state of California and all other aggrieved employees pursuant to the
24 PAGA. Plaintiffs now consolidate their claims by way of the instant complaint into a single
25 action. Plaintiffs and Defendants have stipulated to preserve the limitations periods that would
26 apply had the actions proceeded as separate lawsuits.

27 3. Pursuant to Labor Code sections 2698, *et seq.*, Plaintiffs seek to represent all
28 current and former non-exempt employees of Defendants who suffered one or more of the alleged

1 violations (“aggrieved employees”) as described herein during the applicable limitations period
2 for the time period covered by the Private Attorneys General Act (“PAGA”), Labor Code sections
3 2698, *et seq.* The applicable limitations periods are referred to herein as “the *Curley* PAGA
4 Period” (which spans May 4, 2020 to present) and the “*Ryan* PAGA Period” (which spans June
5 9, 2021 to present) (the *Curley* PAGA Period and *Ryan* PAGA Period are collectively referred to
6 as the “PAGA Periods”).

7 4. Pursuant to Labor Code sections 2698, *et seq.*, Plaintiffs also seek to recover civil
8 penalties and reasonable attorney’s fees and costs. Each Plaintiff, by operation of law, has
9 standing and capacity to sue as a representative of the State of California and as a private attorney
10 general. Plaintiff Curley mailed written notice of the specific provisions of the Labor Code that
11 Defendants violated, including the facts and theories to support the alleged violations, to the
12 LWDA and to Defendant PAR Electrical Contractors, Inc. pursuant to Labor Code section 2699.3
13 on February 4, 2021. A true and correct copy of the notice is attached as **Exhibit A** and
14 incorporated by this reference. Plaintiff Ryan mailed his written notice to the LWDA and to
15 Defendants pursuant to Labor Code section 2699.3 on June 9, 2022. A true and correct copy of
16 Ryan’s notice is attached as **Exhibit B** and incorporated by this reference. Defendants did not
17 provide notice of cure and the LWDA did not provide notice of investigation in the 65 days after
18 the February 4, 2021 and June 9, 2022 mailings of the PAGA notices. As such, Plaintiffs have
19 exhausted their administrative requirements for bringing claims under the PAGA.

20 II.

21 JURISDICTION AND VENUE

22 5. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
23 Civil Procedure section 395. Defendants conduct business throughout the County of San Diego,
24 and each Defendant is within the jurisdiction of this Court for service of process purposes. The
25 unlawful acts alleged have a direct effect on Plaintiffs and other similarly-situated employees
26 within the State of California and San Diego County. Defendants employ numerous employees
27 in San Diego County and in California generally. There is no federal question at issue for removal
28 under 28 U.S.C. section 1331, as the issues herein are based solely on California statutes and law,

1 including the Labor Code, IWC Wage Orders, and the Code of Civil Procedure.

2 6. Plaintiffs allege, on information and belief, that no federal question is raised and
3 that the Class Action Fairness Act (“CAFA”), 28 U.S.C. section 1332(d), does not apply, or in
4 the alternative, that exceptions for local case or controversy under the CAFA do apply and
5 prohibit removal of the action the federal court. Plaintiffs are also informed and believe that based
6 on their rate of pay, their individual claims, including those individual PAGA claims, do not arise
7 to the necessary amount in controversy so as to implicate traditional jurisdiction under 28 U.S.C.
8 section 1332(a) or jurisdiction under the CAFA. Further as a representative action under the
9 PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d). PAGA civil
10 penalty actions are not subject to federal jurisdiction.

11 **III.**

12 **THE PARTIES**

13 7. Plaintiff KOREY CURLEY is a former employee of Defendants. At all relevant
14 times, he was employed by Defendants as a non-exempt electrical installer in the county of San
15 Diego. His employment ended on approximately December 11, 2020.

16 8. Plaintiff SCOTT RYAN is a former employee of Defendants. At all relevant times,
17 he was employed by Defendants as a non-exempt “Lineman” at the time of his initial hire in
18 approximately December 2019, then promoted to “Foreman” in approximately November 2021
19 until he was laid off in March 2022. Plaintiff Ryan was initially employed by Defendant PAR
20 Electrical Contractors, Inc., and was subsequently transitioned to the newly-formed entity of
21 Defendant PAR Western Line Contractors, LLC. Plaintiff Ryan was most recently employed at
22 a location in Redlands, California. Plaintiff Ryan’s job duties included analyzing blueprints,
23 clearing land for powerlines, erecting utility poles and responding to outages.

24 9. Plaintiffs allege that all other non-exempt hourly electrical installers, Linemen,
25 and Foremen in the State of California worked under Defendants’ policies and as a result, suffered
26 the same violations alleged herein.

27 10. Plaintiffs are informed and believe, and based thereon allege, that Defendant PAR
28 ELECTRICAL CONTRACTORS, INC. is a Missouri corporation that provides electrical

1 services to its customers throughout California.

2 11. Plaintiffs are informed and believe, and based thereon allege, that Defendant PAR
3 WESTERN LINE CONTRACTORS, LLC is a Delaware limited liability company that provides
4 electrical services to its customers throughout California.

5 12. Plaintiffs are informed and believe, and based thereon allege, that Defendant
6 QUANTA SERVICES, INC. is a Delaware corporation that provides electrical services to its
7 customers throughout California.

8 13. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 operate a nationwide electrical construction company, specializing in the management,
10 engineering and construction of high-voltage transmission lines, distribution lines and
11 substations, as well as emergency restoration services.

12 14. Pursuant to California Labor Code sections 558, 558.1, and 1197.1, Defendants
13 are employers of Plaintiffs, and/or a person acting on behalf of Plaintiffs' employer, who violated,
14 or caused to be violated, any provision regulating minimum wages or hours and days of work in
15 the applicable order of the Industrial Welfare Commission, as well as California Labor Code
16 sections 203, 226, 226.7, 1193.6, 1194, 2802, and 2804, and as such, are liable as employers of
17 Plaintiffs for such violations pursuant to California Labor Code sections 558, 558.1, and 1197.1.

18 15. At all times relevant, Defendants did, and do, transact business and conduct
19 outside electrical construction services in the state of California, including, but not limited to,
20 within the jurisdiction of the Court. At all times relevant, Defendants were Plaintiffs' employers
21 for purposes of the California wage and hour laws at issue in this action.

22 16. Plaintiffs are unaware of the true names, capacities, relationships, and extent of
23 participation in the conduct alleged of Defendants sued as DOES 1 through 10, but are informed
24 and believe, and based on that allege, that DOE Defendants are legally responsible for the
25 wrongful conduct alleged, and sue these Defendants by such fictitious names. Plaintiffs will
26 amend this complaint when their true names and capabilities are ascertained.

27 17. Plaintiffs are informed and believe and, based thereon allege, that each Defendant,
28 directly or indirectly, or through agents or other persons, employed Plaintiffs and other similarly-

1 situated and aggrieved employees, and exercised control over their wages, hours, work expenses,
2 and working conditions. Plaintiffs are informed and believe, and based thereon allege, that each
3 Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried
4 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
5 Defendant is legally attributable to the other Defendants.

6 IV.

7 **GENERAL ALLEGATIONS**

8 18. During the Class and PAGA Periods, Plaintiffs and similarly-situated and
9 aggrieved employees were employed by Defendants and each of them, including Doe Defendants,
10 within the state of California.

11 19. During the Class and PAGA Periods, Plaintiffs and other similarly-situated and
12 aggrieved employees of Defendants worked under the same policies, practices, and procedures
13 relating to their employment, including those governing wage statements, recordkeeping, expense
14 reimbursement, payment of wages, and provisions of meal and rest periods applicable to
15 Defendants' business.

16 20. During the Class and PAGA Periods, Defendants maintained common policies
17 and practices of failing to pay Plaintiffs and other similarly-situated and aggrieved employees all
18 minimum, regular, and overtime wages for all hours worked or under the Defendants' control.

19 21. During the Class and PAGA Periods, Defendants did not pay any wages to
20 Plaintiffs and other similarly-situated and aggrieved employees for time they worked or were
21 under Defendants' control off-the-clock, including time spent attending briefings, filling out
22 patients' charts, and working during meal periods. To the extent this time was overtime or double-
23 time, Defendants failed to pay overtime and double-time wages.

24 22. During the Class and PAGA Periods, Defendants had a consistent policy which
25 did not provide Plaintiffs and other similarly-situated and aggrieved employees with duty-free
26 meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before
27 the end of the fifth hour of work, and failed to pay such employees one (1) hour of pay at their
28 regular rate of compensation for each workday a meal period was not authorized or permitted, as

1 required by California wage and hour laws. Plaintiffs and other similarly-situated and aggrieved
2 employees regularly worked shifts of more than 10 hours per day and were not provided with a
3 second off-duty meal period of 30 minutes for each shift of more than 10 hours, which began
4 before the end of the tenth hour of work. Plaintiffs and other similarly-situated and aggrieved
5 employees regularly worked shifts of more than 15 hours per day and were not provided with a
6 third off-duty meal period of 30 minutes for each shift of more than 15 hours, which began before
7 the end of the fifteenth hour of work. Defendants required “Foremen” to track their own
8 timekeeping and that of the “Lineman” in their crew on an iPad. Foremen were required to record
9 that employees took a first (second and third) meal period, even though employees were not
10 actually provided with a compliant meal period. While serving as a Foreman, Plaintiff Ryan
11 attempted to accurately report that no meal period was taken by clocking out and clocking in for
12 the meal period at the same time (i.e. a meal period of zero minutes in length), but upon
13 information and belief, other Foremen would record meal periods that were not actually taken.
14 When meal periods were provided, they were often non-compliant because they were short, late,
15 or required to be taken on the premises. On information and belief, Plaintiffs and other similarly-
16 situated and aggrieved employees did not waive their right to receive meal periods, including
17 their right to a second meal period on eligible workdays.

18 23. During the Class and PAGA Periods, Defendants had a consistent policy which
19 did not authorize or permit Plaintiffs and other similarly-situated and aggrieved employees to
20 receive duty-free rest periods of at least ten (10) minutes per four (4) hours, or major fraction,
21 worked, and failed to pay such employees one (1) hour of pay at their regular rate of compensation
22 for each workday a rest period was not authorized or permitted, as required by California wage
23 and hour laws. Furthermore, Plaintiffs and other similarly-situated and aggrieved employees
24 regularly worked shifts over 10 hours per day and were not provided with a third duty-free rest
25 period of 10 minutes for each shift over 10 hours.

26 24. During the Class and PAGA Periods, Defendants had a consistent policy which
27 required Plaintiffs and other similarly-situated and aggrieved employees to use their personal cell
28 phones for work. While “Foremen” were provided with company radios, most, if not all

1 “Linemen” were not provided with company radios and were therefore required to use their
2 personal cell phones to communicate with their “Foreman” for work-related communications
3 throughout the workday. On information and belief, Defendants were aware of this common
4 practice and chose to not provide “Linemen” with radios, because they said that providing all
5 employees with communication devices was too expensive. As a result, Defendants failed to
6 reimburse Plaintiffs and other similarly-situated and aggrieved employees for all necessary
7 business expenses associated with using their personal cell phones in violation of Labor Code
8 section 2802.

9 25. During the Class and PAGA Periods, Defendants consistently and knowingly
10 failed to provide accurate itemized wage statements to Plaintiffs and other similarly-situated and
11 aggrieved employees. Wage statements issued by Defendants did not include, among other things,
12 the correct total hours worked, nor the correct number of hours worked at each hourly rate. The
13 total hours worked were incorrectly listed because off-the-clock time spent under Defendants’
14 control was not included. Further, Defendants added fabricated hours to Plaintiffs’ and other
15 similarly-situated and aggrieved employees’ wage statements to make it appear as though 30-
16 minute duty-free meal periods were taken, when in fact they were not. And because Plaintiffs and
17 other similarly-situated and aggrieved employees were not paid overtime and double-time wages
18 in compliance with California law, the number of hours listed at the overtime rate and double-
19 time rates were incorrect. Further, overtime and double-time rates were improperly calculated
20 and so improperly listed in the wage statements. As a result, the wage statements that Defendants
21 furnished to Plaintiffs and other similarly-situated and aggrieved employees were incomplete and
22 inaccurate and failed to comply with the requirements of Labor Code section 226(a).

23 26. During the Class and PAGA Periods, Defendants had a consistent policy of failing
24 to pay Plaintiffs and other similarly-situated and aggrieved employees all wages due upon
25 separation, in violation of California state wage and hour laws. Because Defendants failed to pay
26 all minimum and overtime wages and meal and rest period premiums owed during Plaintiffs’ and
27 other similarly-situated and aggrieved employees’ employment, final wages paid to Plaintiffs and
28 other similarly-situated and aggrieved employees were underpaid, as they did not include these

1 amounts.

2 27. Defendants' violations of California law, described above, stem from Defendants'
3 centrally devised and uniformly implemented unlawful and unfair policies and practices.

4 28. Plaintiffs, on behalf of themselves and other similarly-situated employees, seek
5 injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result
6 of the violations alleged. Business and Professions Code §§ 17200, *et seq.*

7 V.

8 **CLASS ACTION ALLEGATIONS**

9 29. Plaintiffs bring this action on behalf of themselves and all others similarly situated
10 as a class action pursuant to Code of Civil Procedure section 382. The members of the Plaintiff
11 Class are defined as follows:

12 All individuals employed by Defendants in the State of California as
13 non-exempt hourly electrical installation employees, Linemen, Foremen,
14 and/or any other similar job title or position at any time four years prior
to the filing of this complaint until the time of trial in this action (the
"Class" or "Plaintiff Class").

15 30. Plaintiffs seek to certify a subclass of employees defined as:

16 Plaintiff Subclass One ("Minimum Wage Subclass"): All members of
17 the Plaintiff Class who performed work, were subject to Defendants'
18 control, or were suffered or permitted to work, for any period of time
while not clocked in.

19 31. Plaintiffs seek to certify a subclass of employees defined as:

20 Plaintiff Subclass Two ("Overtime Subclass"): All members of the
21 Plaintiff Class who worked over eight (8) hours of work in one day or
forty (40) hours in one week.

22 32. Plaintiffs seek to certify a subclass of employees defined as:

23 Plaintiff Subclass Three ("First Meal Period Subclass"): All members of
24 the Plaintiff Class who worked one or more periods in excess of five (5)
hours.

25 33. Plaintiffs seek to certify a subclass of employees defined as:

26 Plaintiff Subclass Four ("Second Meal Period Subclass"): All members
27 of the Plaintiff Class who worked one or more periods in excess of ten
(10) hours.

28 ///

34. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Five (“Third Meal Period Subclass”): All members of the Plaintiff Class who worked one or more periods in excess of fifteen (15) hours.

35. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Six (“Rest Period Subclass”): All members of the Plaintiff Class who worked one or more periods in excess of three and one-half (3.5) hours.

36. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Seven (“Expense Reimbursement Subclass”): All members of the Plaintiff Class who incurred business-related expenses, including but not limited to personal cellular phone expenses, from June 9, 2018 to the present.

37. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Eight (“Wage Statement Subclass”): All members of the Plaintiff Class who received one or more itemized wage statements during the one year preceding the filing of this Complaint.

38. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Nine (“Waiting Time Subclass”): All members of the Plaintiff Class whose employment ended at any time during the three years preceding the filing of the Complaint.

39. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Ten (“Records Subclass”): All members of the Plaintiff Class whose total daily hours worked or start or end time of work periods or meal periods was not accurately recorded by Defendants.

40. Plaintiffs seek to certify a subclass of employees defined as:

Plaintiff Subclass Eleven (“The UCL Subclass”): All members of the Plaintiff Class who were subject to Defendants’ unlawful or unfair business acts or practices and who may be owed restitution of unpaid wages.

41. Plaintiffs reserve the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

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

43. **Ascertainable Class**: The proposed Class and Subclasses are ascertainable

1 because they can be identified and located using Defendants' payroll and personnel records.

2 44. **Numerosity**: The potential members of the Class and Subclasses as defined are so
3 numerous that joinder of all members would be unfeasible and impractical. The disposition of
4 their claims through this class action will benefit the parties and this Court. The number of Class
5 and Subclass members is unknown to Plaintiffs, but is estimated to be in excess of 100
6 individuals. The number and identity of members can be readily ascertained using Defendants'
7 records.

8 45. **Typicality**: The claims of Plaintiffs are typical of the claims of all members of the
9 Class and Subclasses because all members of the Class and Subclasses sustained similar injuries
10 and damages caused by Defendants' common course of conduct in violation of law.

11 46. **Adequacy**: Each Plaintiff is an adequate representative of the Class and
12 Subclasses, will fairly protect the interests of the Class and Subclass members and has no interests
13 antagonistic to them, and will vigorously pursue this suit. Plaintiffs' attorneys are competent,
14 skilled, and experienced in litigating large employment law class actions.

15 47. **Superiority**: A class action is superior to other available means for the fair and
16 efficient adjudication of this controversy. Individual joinder of all Class Members is not
17 practicable, and questions of law and fact common to the Class predominate over questions
18 affecting only individual Class Members. A Class action will allow those similarly situated to
19 litigate their claims in the most efficient and economical manner for the parties and the judicial
20 system. Plaintiffs are unaware of any difficulties likely to be encountered in the management of
21 this action that precludes its maintenance as a class action.

22 48. The predominating common questions of law and fact include:

- 23 a. Whether Defendants have a policy and practice of failing to pay wages for
24 time spent under the Defendants' control when not clocked in;
- 25 b. Whether Defendants have a policy or practice of failing to fully pay overtime
26 compensation for hours worked in excess of eight per day or forty per week;
- 27 c. Whether Defendants have a policy or practice of failing to pay overtime
28 compensation at the correct overtime rate;

- d. Whether Defendants have a policy or practice of failing to provide compliant meal periods;
- e. Whether Defendants have a policy or practice of failing to authorize or permit compliant rest periods;
- f. Whether Defendant have a policy or practice of failing to reimburse for necessary business-related expenses, including personal cellular phone expenses;
- g. Whether Defendants have a policy or practice of failing to provide accurate itemized wage statements;
- h. Whether the Plaintiff Class and Waiting Time Subclass Members are entitled to waiting time penalties under Section 203;
- i. Whether Defendants have a policy or practice of failing to maintain accurate records;
- j. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code; and
- k. Whether the Plaintiff Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

VI.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Failure to Pay Minimum, Regular, and Overtime Wages
Labor Code §§ 510, 1194 and 1194.2; IWC Wage Order(s)
(By Plaintiffs and each Member of the Minimum and Overtime Wages Subclass)**

49. Plaintiffs incorporate the preceding paragraphs of this Complaint.

50. By failing to pay at least minimum wages for all hours worked, Defendants violated Labor Code section 1194 and the “Minimum Wages” section of the applicable IWC Wage Order(s).

51. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully unpaid minimum wages, with interest.

52. By failing to pay correctly calculated overtime wages for hours worked in excess of eight (8) in one day or forty (40) in one week and correctly calculated double-time wages for hours worked in excess of twelve (12) in one day, Defendants violated Labor Code sections 510 and 1194, and the “Hours and Days of Work” section of the applicable IWC Wage Order(s).

53. Defendants’ unlawful acts deprived Plaintiffs, the Class, and the Minimum Wages and Overtime Wages Subclasses of minimum and overtime wages in amounts to be determined at trial, and they are entitled to recover these wages, liquidated damages, interest, attorneys’ fees, and costs.

SECOND CAUSE OF ACTION

Failure to Provide Required Meal Periods

Labor Code §§ 226.7 and 512; IWC Wage Order(s)

(By Plaintiffs and each Member of the First, Second, and Third Meal Period Subclasses)

54. Plaintiffs incorporate the preceding paragraphs of this Complaint.

55. By failing to: provide duty-free meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth hour of work; provide second duty-free meal periods of at least thirty (30) minutes for shifts of ten hours or more, which began before the tenth hour of work; provide third duty-free meal periods of at least thirty (30) minutes for shifts of fifteen hours or more, which began before the fifteenth hour of work; and pay premium wages of one (1) hour of pay at employees’ regular rate of compensation for each workday a meal period was not provided, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512 and the “Meal Periods” section of the applicable IWC Wage Order(s).

56. Defendants’ unlawful acts deprived Plaintiffs, the Class, and the First, Second, and Third Meal Period Subclasses of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

THIRD CAUSE OF ACTION

Failure to Provide Required Rest Periods

Labor Code § 226.7 and 516 and IWC Wage Order(s)

(By Plaintiffs and each Member of the Rest Period Subclass)

57. Plaintiffs incorporate the preceding paragraphs of this Complaint.

58. By failing to authorize and permit Plaintiffs and Class Members a paid rest period of at least 10 minutes for every four hours or major fraction worked per day, and by failing to provide premium wages at the regular rate of pay when not permitted or authorized, Defendants willfully violated the provisions of Labor Code sections 226.7 and 516 and the “Rest Periods” section of the applicable IWC Wage Order(s).

59. Defendants’ unlawful acts deprived Plaintiffs, the Class, and the Rest Period Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

FOURTH CAUSE OF ACTION
Failure to Reimburse Business-Related Expenses
Labor Code § 2802
(By Plaintiffs and each Member of the Expense Reimbursement Subclass)

60. Plaintiffs incorporate the preceding paragraphs of this Complaint.

61. By failing to reimburse Plaintiffs and other similarly-situated employees for their business-related expenses, including personal cellular phone expenses, Defendants willfully violation Labor Code section 2802.

62. Defendants’ unlawful acts deprived Plaintiffs, the Class, and the Expense Reimbursement Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys’ fees, and costs.

FIFTH CAUSE OF ACTION
Failure to Provide Accurate Wage Statements
Labor Code § 226
(By Plaintiffs and each Member of the Wage Statement Subclass)

63. Plaintiffs incorporate the preceding paragraphs of this Complaint.

64. All employers must provide employees with accurate, itemized wage statements showing, among other things, total hours worked, and all applicable hourly rates in effect in a pay period and the corresponding number of hours worked at each rate. Labor Code § 226.

65. Defendants knowingly failed to comply with these provisions by, among other things, failing to provide accurate itemized wage statements showing all correct total hours worked; all correct hourly rates and the corresponding number of hours worked at each rate; and

1 meal and rest period premiums earned.

2 66. As a consequence of Defendants' knowing and intentional failure to comply with
3 Labor Code section 226(a), Plaintiffs, the Class, and Wage Statement Subclass members are
4 entitled to recover the greater of actual damages or penalties not to exceed \$4,000 for each
5 employee with interest and attorneys' fees and costs. Labor Code § 226(e).

6 **SIXTH CAUSE OF ACTION**

7 **Failure to Timely Pay Wages Due at Separation**

8 **Labor Code §§ 201-203**

9 **(By Plaintiffs and each Member of the Waiting Time Subclass)**

10 67. Plaintiffs incorporate the preceding paragraphs of this Complaint.

11 68. An employer who discharges an employee must pay all compensation due and to
12 that employee immediately upon discharge. Labor Code § 201. An employer must pay all
13 compensation due to an employee who quits within 72 hours. Labor Code § 201.

14 69. Because Defendants did not pay all earned wages during employment, Defendants
15 had a consistent policy of willfully failing to timely pay earned wages to former employees. If an
16 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
17 pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203.
18 The penalty cannot exceed 30 days of wages.

19 70. Waiting Time Subclass members are no longer employed by Defendants.

20 71. Defendants willfully failed to pay Waiting Time Subclass Members the sum due
21 at the time of their termination or within seventy-two (72) hours of their resignation, and failed
22 to pay those sums for thirty (30) days thereafter, entitling them to waiting time penalties.

23 **SEVENTH CAUSE OF ACTION**

24 **Failure to Maintain Accurate Records**

25 **Labor Code § 1174; IWC Wage Order(s)**

26 **(By Plaintiffs and each Member of the Records Subclass)**

27 72. Plaintiffs incorporate the preceding paragraphs of this Complaint.

28 73. Employers must maintain payroll records showing each employee's total daily
hours worked and wages paid for at least three years. Labor Code § 1174. The "Records" section
of the applicable IWC Wage Order(s) require employers to maintain accurate information about

each employee's time records, including when the employee begins and ends each work period and meal period and the total daily hours worked.

74. Defendants knowingly failed to comply with these provisions by, among other things, failing to accurately record employees' total daily hours worked and when they began and ended their work and meal periods.

75. Defendants' unlawful acts damaged Plaintiffs, the Class, and the Records Subclass in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

EIGHTH CAUSE OF ACTION
Violation of the Unfair Competition Law
Bus. & Prof. Code §§ 17200, *et seq.*
(By Plaintiffs and each Member of the UCL Subclass)

76. Plaintiffs incorporate the preceding paragraphs of this Complaint.

77. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

78. Defendants' conduct constitutes unlawful business practices because Defendants violated the California Labor Code, including but not limited to Sections 226.7 (meal and rest), 2802 (expense reimbursement), and 510 and 1194 (minimum and overtime wages), and sections of the applicable Wage Order(s).

79. Defendants' conduct constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

80. As a result of Defendants' unlawful and unfair conduct, Plaintiffs and Class members suffered injury in fact.

81. Plaintiffs and Class members seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Bus. & Prof. Code §§ 17203, 17204.

82. Plaintiffs and the proposed Class are entitled to recover reasonable attorneys' fees and costs incurred in bringing this action. Code of Civil Procedure § 1021.5.

83. This cause of action is brought as a cumulative remedy and is intended as an

1 alternative remedy for restitution for Plaintiffs, and each Subclass Member, for the four (4) year
2 period before the Complaint filing, and as the primary remedy during the fourth year before the
3 Complaint filing. Business and Professions Code § 17205.

4 **NINTH CAUSE OF ACTION**
5 **PAGA Penalties for Failure to Pay Minimum, Regular and Overtime Wages**
6 **(By Plaintiffs and Aggrieved Employees)**

7 84. Plaintiffs incorporate the preceding paragraphs of this Complaint.

8 85. “Notwithstanding any agreement to work for a lesser wage, any employee
9 receiving less than the legal minimum wage or the legal overtime compensation applicable to the
10 employee is entitled to recover in a civil action the unpaid balance of the full amount of this
11 minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees,
12 and costs of suit.” Labor Code § 1194(a).

13 86. “[A]ny provision of this code that provides for a civil penalty to be assessed and
14 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
15 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
16 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
17 herself and other current or former employees pursuant to the procedures specified in Section
18 2699.3.” Labor Code § 2699(a).

19 87. “For all provisions of this code except those for which a civil penalty is
20 specifically provided, there is established a civil penalty for a violation of these provisions [] (2)
21 If, at the time of the alleged violation, the person employs one or more employees, the civil
22 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
23 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
24 subsequent violation.” Labor Code § 2699(f)(2).

25 88. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510,
26 1194, and 1194.1, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

27 89. Defendants failed to pay minimum, regular, and overtime wages during the PAGA
28 Period. Plaintiffs will seek \$100 for the initial pay period an employee was underpaid, and \$200
for each subsequent violation.

90. Defendants' conduct violates Wage Order 4-2001, by failing to pay minimum wages to employees. Plaintiffs will also seek \$50 for the initial pay period an employee was underpaid, and \$100 for each subsequent violation.

TENTH CAUSE OF ACTION
PAGA Penalties for Failure to Provide Meal Periods
(By Plaintiffs and Aggrieved Employees)

91. Plaintiffs incorporate the preceding paragraphs of this Complaint.

92. By failing to provide Plaintiffs and other aggrieved employees duty-free meal periods of at least 30 minutes for shifts of five hours or more, which began before the end of the fifth hour of work, a second meal period at least 30 minutes for shifts of ten hours or more, which began before the end of the tenth hour of work, and a third meal period at least 30 minutes for shifts of fifteen hours or more, which began before the end of the fifteenth hour of work, Defendants willfully violated Labor Code sections 226.7 and 512, and Wage Order 5-2001.

93. By failing to pay employees one hour of pay at their regular rate of compensation for each workday a meal period was not provided, Defendants willfully violated Labor Code sections 226.7 and 512, and Wage Order 5-2001.

94. During the PAGA Period, Defendants failed to provide compliant meal periods. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

ELEVENTH CAUSE OF ACTION
PAGA Penalties for Failure to Provide Rest Periods
(By Plaintiffs and Aggrieved Employees)

95. Plaintiffs incorporate the preceding paragraphs of this Complaint.

96. By failing to authorize and permit Plaintiffs and other aggrieved employees a rest period of at least 10 minutes for every four (4) hours or major fraction thereof worked per day, Defendants willfully violated provisions of Labor Code section 226.7 and Wage Order No. 5-2001.

97. By failing to provide Plaintiffs and other aggrieved employees one hour of pay at their regular rate of compensation when rest periods were not permitted or authorized, Defendants willfully violated the provisions of Labor Code section 226.7 and Wage Order No. 5-2001.

98. During the applicable statutory period, Defendants failed to provide rest periods. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

TWELFTH CAUSE OF ACTION
PAGA Penalties for Failure to Reimburse Business-Related Expenses
(By Plaintiffs and Aggrieved Employees)

99. Plaintiffs incorporate the preceding paragraphs of this Complaint.

100. California employers must reimburse all business-related expenses which are reasonable under the circumstances if they know or have reason to know the expenses were incurred. Labor Code § 2802; *Grissom v. Vons Companies, Inc.* (1991) 1 Cal.App.4th 52, 58 (“necessary” under section 2802 means reasonable under the circumstances); *Stuart v. Radioshack Corp.* (N.D. Cal. April 30, 2009) 641 F.Supp.2d 901, 904 (duty to reimburse is triggered when employer knows or has reason to know of expense).

101. “[A]ny provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Labor Code § 2699(a).

102. “For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions [] (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” Labor Code § 2699(f)(2).

103. Section 2699.3(a) applies to any alleged violation of Labor Code section 2802 and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

104. As alleged herein, Defendants failed to reimburse business-related personal cellular phone expenses incurred during the *Ryan* PAGA Period. Plaintiffs will seek \$100 for the

1 initial pay period an employee was underpaid, and \$200 for each subsequent violation.

2 **THIRTEENTH CAUSE OF ACTION**
3 **PAGA Penalties for Failure to Provide Accurate Itemized Wage Statements**
4 **(By Plaintiffs and Aggrieved Employees)**

5 105. Plaintiffs incorporate the preceding paragraphs of this Complaint.

6 106. Every employer shall, semimonthly or at the time of each payment of wages,
7 furnish each of his or her employees an accurate itemized statement in writing showing, among
8 other things, gross wages earned, total hours worked, net wages earned, and all applicable hourly
9 rates in effect during the pay period and the number of hours worked at each hourly rate by the
10 employee. Labor Code § 226(a).

11 107. Defendants intentionally and willfully violated Section 226 by failing to provide
12 wage statements which included information called for in Section 226(a)(1) (2), (5) and (9).

13 108. Aggrieved employees are entitled to pursue civil penalties under the PAGA for
14 violations of Labor Code section 226. Labor Code § 2699.5.

15 109. Labor Code section 226.3 provides for civil penalties for violations of Section 226.
16 Plaintiffs seek civil penalties of \$250 for the initial violation and \$1,000 for each subsequent
17 violation.

18 **FOURTEENTH CAUSE OF ACTION**
19 **PAGA Penalties for Failure to Pay Wages Due at Termination**
20 **(By Plaintiffs and Aggrieved Employees)**

21 110. Plaintiffs incorporate the preceding paragraphs of this Complaint.

22 111. Labor Code sections 201-202 require employers to pay wages earned by
23 employees within certain times. Defendants had a consistent and uniform policy, practice, and
24 procedure of willfully failing to pay the earned wages of Defendants' former employees. An
25 employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an
26 employee's wages for 30 days, or until back wages are paid in full. Labor Code section 203.

27 112. Defendants failed to pay Plaintiffs and other aggrieved employees all final wages
28 due at termination, as required by Labor Code sections 201-202.

113. Defendants failed to pay Plaintiffs and other aggrieved employees penalties due
them based on Defendants' failure to pay all final wages in a timely manner as required by Labor

Code section 203. Plaintiffs will seek penalties of \$100 for the initial pay period an employee was not reimbursed, and \$200 for each subsequent violation.

FIFTEENTH CAUSE OF ACTION
PAGA Penalties for Failure to Maintain Accurate Records
(By Plaintiffs and Aggrieved Employees)

114. Plaintiffs incorporate the preceding paragraphs of this Complaint.

115. Defendants violated Labor Code sections 1174 and 1174.5 and the IWC Wage Orders, by their failure to maintain accurate wage statement records, including all hours worked and wages paid at the appropriate rate to Plaintiffs and aggrieved employees during the PAGA Periods.

116. Plaintiffs and aggrieved employees seek to recover all recoverable civil penalties and other recoverable amounts under the foregoing sections of the Labor Code, in addition to under Labor Code section 2699(f), which provides a penalty for those provisions of the Labor Code for which a civil penalty is not specifically provided

PRAYER FOR RELIEF

Plaintiffs pray for the following relief on behalf of themselves and similarly-situated and aggrieved employees against Defendants:

1. Certification of this action as a class action and appointment of Plaintiffs and Plaintiffs' counsel to represent the Plaintiff Class;
2. Provision of class notice to Class members as defined above;
3. A declaratory judgment that Defendants knowingly and intentionally violated:
 - a. California Labor Code sections 510 and 1194 by failing to pay minimum, regular and overtime wages;
 - b. California Labor Code sections 226.7, 512, and 516 by failing to provide meal and rest periods;
 - c. California Labor Code section 2802 by failing to reimburse business-related expenses;
 - d. California Labor Code section 226 by failing to provide accurate, itemized wage statements;

- e. California Labor Code section 203 by failing to pay waiting time penalties;
- f. California Labor Code section 1174 by failing to maintain accurate records;
- and
- g. California Business and Professions Code sections 17200, *et seq.* by engaging in unlawful or unfair business practices.

4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;

5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiffs and Class members, in an amount according to proof, pursuant to California Business and Professions Code section 17203;

6. Compensatory damages according to proof;

7. Statutory damages as provided under the Labor Code;

8. Liquidated damages as provided under the Labor Code;

9. Pre-judgment interest on all sums collected;

10. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, and the California Labor Code, or other applicable law;

11. This action be maintained as a PAGA Representative Action, and Plaintiffs and their counsel be provided with enforcement capability as if the action were brought by the DLSE;

12. For recovery of civil penalties under Labor Code section 2699 for failure to pay all minimum, regular, and overtime wages owed pursuant to Sections 512, 1194, according to proof;

13. For recovery of civil penalties under Labor Code sections 558 and 1197.1 for failing to pay overtime wages for all hours worked;

14. For recovery of civil penalties under Labor Code section 2699 for failure to provide meal periods compliant with Labor Code sections 226.7 and 512, according to proof;

15. For recovery of civil penalties under Labor Code section 2699 for failure to pay all meal period premiums due pursuant to Labor Code section 226.7, according to proof;

16. For recovery of civil penalties under Labor Code section 2699 for failure to

1 authorize and permit rest periods, pursuant to Labor Code section 226.7(a), according to proof;

2 17. For recovery of civil penalties under Labor Code section 2699 for failure to pay
3 all rest period premiums due pursuant to Labor Code section 226.7(b), according to proof;

4 18. For recovery of civil penalties under Labor Code section 2699 for failure to
5 reimburse all necessary business-related expenses incurred, pursuant to Labor Code section 2802,
6 according to proof;

7 19. For recovery of civil penalties under Labor Code section 2699 for failing to
8 provide accurate itemized wage statements pursuant to Labor Code sections 226 and 226.3,
9 according to proof;

10 20. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing to
11 timely pay all final wages (and waiting time penalties) on time each pay period or upon
12 termination of employment pursuant to Labor Code sections 201-203;

13 21. For recovery of civil penalties under Labor Code section 2699(f)(2) for failing to
14 pay statutory waiting time penalties due pursuant to Labor Code section 203;

15 22. For all applicable civil penalties to be distributed 75% to the LWDA and 25% to
16 the aggrieved employees, subject to approval by the Court, Labor Code section 2699(i).

17 23. Costs of suit; and

18 24. Such other relief as the Court may deem appropriate.

19 **COHELAN KHOURY & SINGER**
20 **NAKASE LAW FIRM, INC.**

21 Dated: May 25, 2023

By: 

Michael D. Singer, Esq.

Marta Manus, Esq.

Rosemary C. Khoury, Esq.

Attorneys for Plaintiff Korey Curley, on behalf of
himself and other similarly-situated and aggrieved
employees

26 **HAINES LAW GROUP, APC**

27 Dated: May 25, 2023

By: 

Paul K. Haines, Esq.

Fletcher W. Schmidt, Esq.
Andrew J. Rowbotham, Esq.
Susan J. Perez, Esq.
Attorneys for Plaintiff Scott Ryan, on behalf of
himself and other similarly-situated and aggrieved
employees

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial of all claims triable as of right by jury.

**COHELAN KHOURY & SINGER
NAKASE LAW FIRM, INC.**

Dated: May 25, 2023

By: _____


Michael D. Singer, Esq.

Marta Manus, Esq.

Rosemary C. Khoury, Esq.

Attorneys for Plaintiff Korey Curley, on behalf of
himself and other similarly-situated and aggrieved
employees

HAINES LAW GROUP, APC

Dated: May 25, 2023

By: _____


Paul K. Haines, Esq.

Fletcher W. Schmidt, Esq.

Andrew J. Rowbotham, Esq.

Susan J. Perez, Esq.

Attorneys for Plaintiff Scott Ryan, on behalf of
himself and other similarly-situated and aggrieved
employees

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

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JEFF GERACI
J. JASON HILL†
KRISTINA DE LA ROSA
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

February 4, 2021

NOTICE VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

PAR Electrical Contractors, Inc.
2800 Post Oak Blvd., Suite 2600
Houston, TX 77056

PAR Electrical Contractors, Inc.
4770 North Belleview Avenue, Ste. 300
Kansas City, MO 64116

Re: Notice pursuant to California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act ("PAGA"), sent by Korey R. Curley on behalf of himself and all other aggrieved employees of PAR Electrical Contractors, Inc. in the State of California, as an individual and as proposed a Representative of the State of California

To PAGA Administrator and to PAR Electrical Contractors, Inc.:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code sections 2698, *et seq.*, Mr. Korey R. Curley ("Curley" or "Claimant") gives notice of his intent to bring an action against his former employer, PAR Electrical Contractors, Inc. ("PAR Electrical" or "Employer"). Claimant submits this notice on behalf of himself individually, and on behalf of all current and former "aggrieved employees" employed by Employer as non-exempt hourly electrical installation employees or similar job title in California, to recover civil penalties for:

- 1) Violations of Labor Code sections 226.7 and 512, and IWC Wage Order 4-2001 (as amended), section 11, for failure to provide compliant meal periods, or one hour of pay in lieu thereof;¹
- 2) Violations of Labor Code section 226.7 and IWC Wage Order 4-2001 (as amended), section 12, for failure to provide timely and compliant paid ten-minute rest periods for every four hours worked (or major fraction thereof), or one hour of pay in lieu thereof;²
- 3) Violations of Labor Code sections 226(a) and 226.3 for failure to provide accurate and itemized wage statements showing all hours worked and applicable rates of pay;

¹ Claimant contends that based on DLSE Guidance, IWC Wage Order 4-2001 applies to his position.

² Claimant contends that based on DLSE Guidance, IWC Wage Order 4-2001 applies to his position.

- 4) Violations of Labor Code sections 203, 210, and 256 for failure to timely pay all wages due to terminated/separated employees; and
- 5) Violations of IWC Wage Order 4-2001 and Labor Code sections 558(a)(1) for civil penalty assessments only.

This letter serves as Claimant's written notice pursuant to Labor Code section 2699.3(a)(A)(1) providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein. If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a civil action for PAGA penalties on behalf of himself and all other aggrieved employees working at locations within the State of California during the applicable limitations period ("the PAGA Period") which runs *at least* one year prior to the date of this Notice to the commencement of trial in any pending action.

FACTUAL STATEMENT

Claimant was employed by PAR Electrical Contractors, Inc. as an hourly non-exempt employee ("electrical installer") in various areas throughout California, including Escondido, Vista, Rancho Cucamonga, Fontana, Beaumont, Lake Arrowhead, Palmdale, and Orange, California during the applicable limitations period and ended his employment on approximately December 11, 2020. For all statements made herein, Claimant suffered actual harm by the Employer's failure to provide all wages due and failure to provide meal and rest periods or one-hour pay premiums in lieu thereof, as well as derivative claims for failure to provide Claimant accurate itemized wage statements and timely pay for meal and rest period premiums.

During Claimant's employment, he paid hourly as a non-exempt employee and had a general work schedule with handwritten time entries between 6:00 a.m. and 4:00 p.m., 5 to 6 days per week. In addition to hourly pay, some form of per diem compensation was provided but it is unclear from wage statements how that time was calculated or taxed.

During Claimant's employment, and as observed of other aggrieved employees, the Employer failed to authorize, permit, or provide compliant 30-minute unpaid duty-free meal periods to himself and all other hourly employees, and also did not pay one-hour premiums for non-compliant meal periods. Employees tracked their time worked manually on handwritten timesheets. Claimant generally worked from 6:00 a.m. to 4:00 p.m. Claimant and other employees generally worked through meal periods, but as a matter of company pattern and practice were instructed to write that they took 30-minute lunch periods when in fact they had not. Rather, at supervisor and management direction, the employees were directed to leave early without any meal period but to write in that they left at 4:00 p.m. on workdays. Frequently, last-minute work demands simply resulted in zero minutes taken for a meal period, with 30 minutes deducted from work time, and the employees still leaving at or after 4:00 p.m.

Ten-minute rest periods were non-existent and for any breaks attempted, the employees generally were not relieved of all duties and were subject to recall by the Employer, or simply were not unable to take timely and compliant rest periods for every 4 hours worked. In all, PAR

Electrical is in violation of the requirements set forth in Labor Code sections 226.7, 510, 512, and 1194, and IWC Wage Order 4-2001 (as amended), sections 4, 11, and 12. Additionally, premium pay was never provided for any non-compliant meal or rest period. The employees were essentially instructed by PAR Electrical managers and supervisors to falsify timecard entries, to their detriment and wage loss.

Claimant alleges that records will show the Employer's policy was to never pay premiums for non-compliant meal or rest periods, whether under Labor Code sections 226.7(b), 512(a), or Wage Order 4-2001, sections 11 or 12. That was the Employer's uniform policy, without regard to legal requirements. There was nothing about the nature of the work that would hinder the requirement to provide off-duty meal or rest periods in a timely fashion.

By not paying meal or rest period premiums, the Employer failed to provide critical and legally required data on wage statements and/or pay stubs to Claimant and other aggrieved employees, as those premiums should have been itemized as pay on the wage statements. This violated Labor Code section 226(a) provisions throughout the relevant time period and subjects PAR Electrical to civil penalties pursuant to Labor Code section 226.3 as well as Labor Code section 2699(f)(2) for each pay period.

Finally, for current and separated employees who were not paid proper premiums for non-compliant break periods, PAR Electrical violated Labor Code sections 201-204 by failing to timely pay wages and Labor Code section 203. This results in liability for the Employer for civil penalties pursuant to Labor Code section 2699(f)(2) and Labor Code section 210 for each pay period during the applicable PAGA limitations period.

Claimant alleges that the Employer acted with direct, substantial, and supervisory control over all aspects of his employment and that of other aggrieved employees, such that each was a joint Employer of all aggrieved employees and, that at a minimum, was acting in accordance with all policies and directives of PAR Electrical.

Alternatively, pursuant to Labor Code section 558.1, all managing agents, officers, and directors, who are unknown at this point, are liable for civil penalties pursuant to Labor Code section 558.1 and applicable Industrial Welfare Commission ("IWC") Wage Orders.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) and IWC Wage Order 4-2001 § 4)

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1198 provides: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 1199, which is a statute listed for which PAGA default civil penalties are recoverable pursuant to Labor Code sections 2699.5 and 2699(f)(2), provides that:

“Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following:

- (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.
- (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.
- (c) Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.”

Labor Code section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1197.1 states: “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

Pursuant to the “Hours & Days of Work” Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and an employer may not pay non-exempt employees less than the applicable overtime rate for all overtime hours worked.

The Employer violated Labor Code sections 218, 510, 1194, 1197, 1198, and the “Minimum Wages” and “Hours and Days of Work” Sections of the Applicable Wage Order by failing to pay Claimant and other aggrieved employees all wages. The Employer also failed to pay overtime wages in instances in the employees’ shift lengths would result in a shift length exceeding eight (8) hours.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of himself and other aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE TIMELY AND COMPLIANT MEAL AND REST PERIODS
(Labor Code §§ 226.7 and 512, and IWC Wage Order 4-2001, §§ 11-12)

Because Claimant and other aggrieved employees were hourly-paid, non-exempt employees, the Employer was required to comply with Labor Code sections 226.7 and 512, and Wage Order 4-2001, sections 11 and 12.

Labor Code section 226.7(b) provides:

“An Employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 226.7(c) provides:

“If an Employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the Employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code section 512(a) provides:

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

IWC Wage Order 4-2001, section 11(A) provides:

“No Employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the Employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

IWC Wage Order 4-2001, section 11(B) provides:

“If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.”

During all of Claimant’s employment, neither he nor any aggrieved employees were provided or authorized to take 30-minute duty-free meal periods. The policy and practice was to require employees to work through their meal period but still indicate on their timesheet that a meal period was taken. In addition, and aggravating, Employer failed to pay employees one-hour pay premiums at their regular rate of pay for any missed meal period even though the Employer knew it was depriving aggrieved employees of lawfully necessary lunch breaks.

Similarly, IWC Wage Order, section 12, requires that non-exempt employees are to be provided duty-free paid ten-minute rest periods for every four hours worked (or major fraction thereof). As indicated above, rest breaks were not provided or discouraged as a matter of pattern and practice, and when employees did seek to take ten-minute breaks, they were not relieved of all duty and subject to recall, and had no means of documenting the violation and request one hour of premium pay. As far as Claimant is aware, non-exempt employees working at job sites

were never provided premium pay for non-compliance with the applicable statutes and wage order concerning breaks.

Labor Code sections 226.7 and 512 are statutes specifically listed by Labor Code section 2699.5 as statutes for which violations of have been established to be subject to the default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

Violation of IWC Wage Order 4-2001, sections 11 and 12 is governed by the civil penalty provisions of Labor Code section 558(a):

(a) Any Employer or other person acting on behalf of an Employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period...

(3) Wages recovered pursuant to this section shall be paid to the affected employee.

Accordingly, the Employer is subject to assessment of civil penalties pursuant to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according to proof. Claimant does not seek “underpaid wages” under Labor Code section 558, but only the \$50 and \$100 respective civil penalties for violations of the applicable Wage Order.

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226(a), 226.3, and IWC Wage Order 4-2001 § 7)

Labor Code section 226(a) provides in pertinent part: “(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided

that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, . . . (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...”

Labor Code section 226.3 provides in pertinent part: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law...”

IWC Wage Order 4-2001, section 7 provides in pertinent part:

“(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request....

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.”

Here, the Employer failed entirely to maintain accurate records all pay and rates applied by failing systematically failing to pay meal and rest period one-hour pay premiums and list those wages on the aggrieved employee wage statements and pay stubs. Claimant is informed and believes that the Employer’s recordkeeping will show each and every violation electronically. Accordingly, the Employer’s policies and procedures resulted in inaccurate pay records which failed to account for all “hours worked” in violation of Labor Code section 226(a), subsections (1), (2), and (5) It also violated the applicable Wage Order, section 7, on required recordkeeping.

The practices described herein violate Labor Code section 226.3, which assigns a specific civil penalty scheme for enforcement actions by the Department of Labor Standards and Enforcement (“DLSE”) or the LWDA.

Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above.

Labor Code section 226.3 provides an additional recoverable penalty “in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The civil penalty assessments under Section 226.3 “**are in addition to any other penalty provided by law.**” [Emphasis added.]

Consequently, Claimant, on behalf of himself and other aggrieved employees, intends to file a representative action to recover civil penalties pursuant to the PAGA for the alleged violations for each pay period that aggrieved employees were provided inaccurate wage statements.

**FAILURE TO TIMELY PAY ALL WAGES DUE TO TERMINATED/SEPARATED
EMPLOYEES**

(Labor Code §§ 203, 210, and 256)

Labor Code section 203 provides: “If an Employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 210(a) provides: “(a) In addition to, *and entirely independent and apart from, any other penalty provided in this article*, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee, and (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 provides: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days pay as waiting time under the terms of Section 203.”

Labor Code section 203 is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above. Labor Code sections 210 and 256 provide an independent and non-cumulative basis to collect further civil penalties for the violations claimed herein.

Here, Claimant and other aggrieved employees who were subject to the above policies and practices of the Employer and who separated or were terminated from their employment within the applicable limitations period, were not paid all wages due in a timely manner as a result of Employer's failure to pay meal and rest period premiums for systematic non-compliance with Labor Code sections 512 and 226.7, and Wage Order Wage Order 4-2001, sections 11 and 12. Consequently, Claimant, on behalf of himself and other aggrieved employees, intends to file a representative action to recover civil penalties pursuant to the PAGA for the alleged violations.

**FAILURE TO MAINTAIN ACCURATE RECORDS AND UNDERPAYMENT OF
WAGES**

(IWC Wage Order 4-2001 and Labor Code § 558(a)(1))

As indicated above, IWC Wage Order 4-2001, section 7 requires payment of minimum, regular, and overtime wages, and requires the Employer to track and maintain accurate records of all hours worked. Based on the allegations above, the Employer's policies and practices led to the failure to pay all wages due, either at minimum wage, regular wages, and/or meal or rest period "premium" wages at the aggrieved employees' regular rate of pay for failure to provide compliant meal and rest periods during work shifts. Employer's policies and practices also violated the Wage Order's record keeping requirements.

Labor Code section 558(a) provides:

“(a) Any Employer or other person acting on behalf of an Employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...
- (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid....

As applied here, for each violation of the applicable IWC Wage Order provisions, Claimant is entitled to recover \$50 for the first violation and \$100 for each subsequent violation for all aggrieved employees in California impacted by the Employer's policies and practices. Based on recent authority of the California Supreme Court, Claimant **does not** seek underpaid wages, but solely seeks the civil penalty remedy as permitted by Labor Code 558(a).

CONCLUSION

Mr. Curley requests the LWDA initiate investigation of the violations described above. If the LWDA does not pursue enforcement within the time proscribed by law, Claimant will pursue claims for statutory and civil penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Order, including all

California Labor and Workforce Development Agency
PAR Electrical Contractors, Inc.
Re: Korey R. Curley
February 4, 2021
Page | 11

available civil penalties set forth in Labor Code section 2699(f)(2) and Labor Code sections 558(a)(1)-(3).

Very truly yours,
COHELAN KHOURY & SINGER



J. Jason Hill, Esq.

cc (via email only):
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EXHIBIT B

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 9, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Scott Ryan v. Par Western Line Contractors, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Scott Ryan in claims arising from his employment with Par Western Line Contractors, LLC (“Par Western”), Par Electrical Contractors, Inc., (“Par Electrical”), Quanta Services, Inc., and Does 1 through 100 (collectively, “Defendants”). Mr. Ryan is an “aggrieved employee” within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. The purpose of this letter is to comply with Labor Code § 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, “aggrieved employees” includes all of Defendants’ current and former non-exempt employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants operate a nationwide electrical construction company, specializing in the management, engineering and construction of high-voltage transmission lines, distribution lines and substations, as well as emergency restoration services. Mr. Ryan was employed by Defendants as a non-exempt “Lineman” at the time of his initial hire in approximately December 2019, then promoted to “Foreman” in approximately November 2021 until he was laid off in March 2022. Mr. Ryan was initially employed by Defendant Par Electrical Contractors, Inc., and was subsequently transitioned to the newly-formed entity of Defendant Par Western Line Contractors, LLC. Mr. Ryan was most recently employed at a location in Redlands, California. Mr. Ryan’s job duties included analyzing blueprints, clearing land for powerlines, erecting utility poles and responding to outages.

Defendants failed to provide Mr. Ryan and other aggrieved employees with all legally-compliant meal periods due to Defendants’ unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the fifth hour of work, second duty-free, 30-minute meal periods when they worked shifts in excess of 10.0 hours, and third duty-free, 30-minute meal periods when they worked shifts in excess of 15.0 hours. Specifically, Mr. Ryan and other aggrieved employees worked 12.0 to 16.0 hour shifts, sometimes up to 36.0 hour shifts, and

frequently worked at least one 24.0 hour shift per week, resulting in workweeks of 65 to 70 hours per week. Mr. Ryan and other aggrieved employees, however, were not provided first, second, or third meal periods; they worked through their meal periods and/or ate their lunch as they worked. Defendants required “Foremen” to track their own timekeeping and that of the “Lineman” in their crew on an iPad. Foremen were required to record that employees took a first meal period, even though employees were not actually provided with a compliant meal period. While serving as a Foreman, Mr. Ryan attempted to accurately report that no meal period was taken by clocking out and clocking in for the meal period at the same time (i.e. a meal period of zero minutes in length), but upon information and belief, other Foremen would record meal periods that were not actually taken. Additionally, because Mr. Ryan and other aggrieved employees frequently worked shifts in excess of 12.0 and 15.0 hours, they were entitled to second and third duty-free, 30-minute meal periods prior to the end of the 10th and 15th hour of work, but would not be provided with second or third meal periods. Defendants nonetheless required their Foremen to indicate on the iPad that second and third meal periods were taken, although they were not required to report the time(s) that the purported meal periods began and ended. Despite not receiving second and third meal periods, Mr. Ryan and other aggrieved employees were marked as having taken meal periods. On occasions when Mr. Ryan and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Mr. Ryan and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

Defendants failed to authorize and permit Mr. Ryan and other aggrieved employees to take any duty-free 10-minute rest periods for every four hours worked, or major fraction thereof, due to Defendants’ unlawful rest period policies/practices. Defendants failed to authorize and permit Mr. Ryan and other aggrieved employees to take any duty-free rest periods whatsoever. As with the meal periods mentioned above, Mr. Ryan and other aggrieved employees were required to work through their rest periods. Furthermore, Defendants failed to compensate Mr. Ryan and other aggrieved employees with an additional hour of premium pay at their respective regular rates of pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

Upon information and belief, during at least a portion of the relevant time period, Defendants failed to maintain pay codes for the payment of meal and rest period premium payments as required by Labor Code § 226.7.

During their respective employments with Defendants, Mr. Ryan and other aggrieved employees were required to use their personal cell phones for work. While “Foreman” were provided with company radios, most, if not all “Lineman” were not provided with company radios and were therefore required to use their personal cell phones to communicate with their “Foreman” for work-related communications throughout the workday. Defendants were aware of this common practice and chose to not provide “Lineman” with radios, because they said that providing all employees with communication devices was too expensive. As a result, Defendants failed to reimburse Mr.

Ryan and other aggrieved employees for all necessary business expenses associated with using their personal cell phones in violation of Labor Code § 2802.

As a result of Defendants' failure to pay all meal and rest period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements, and failed to pay all final wages owed to Mr. Ryan and other aggrieved employees upon their respective separations from employment.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 16 ("Wage Order 16"):

Meal Period Violations

Defendants failed in their affirmative obligation to provide Mr. Ryan and other aggrieved employees with all legally-compliant meal periods. As a result of the meal period violations, Mr. Ryan and other aggrieved are owed an additional hour of wages for each meal period violation at the employee's regular rate of compensation. *See* Labor Code section 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided."); *see also id.*, sections 204, 210, 512; Wage Order 16, § 10.

Rest Period Violations

Wage Order 16, § 11 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

Due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Mr. Ryan and other aggrieved employees to take all lawful rest periods to which they were legally entitled. Despite Defendants' violations, Defendants failed to pay an additional hour of premium pay to Mr. Ryan and other aggrieved employees at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

Failure to Reimburse Necessary Business Expenses

Defendants required Mr. Ryan and other aggrieved employees to incur necessary work expenses without reimbursing these employees for such necessary work expenditures, during the four years preceding the filing of this action. Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer." Defendants were subject to Labor Code § 2804, which states that "any

contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Mr. Ryan and other aggrieved employees with complete and accurate itemized wage statements that included, among other requirements, all meal and rest period premium wages owed, in violation of Labor Code § 226 *et seq.* Defendants’ failure to furnish Mr. Ryan and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants’ reported data.

Waiting Time Penalties

Labor Code §§ 201-203 require an employer to pay all wages earned immediately at the time of separation of employment in the event the employer discharges the employee, or if the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of his/her intent to quit, said employee’s wages become due and payable no later than 72 hours upon said employee’s last date of employment. Defendants failed to timely pay Mr. Ryan and other aggrieved employees all final wages due to them at the time of their separation, which includes, among other things, meal and rest period premium wages. Further, as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to Labor Code §§ 201-203. Defendants’ failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants’ willful failure to timely pay Mr. Ryan and other aggrieved employees their earned wages upon separation from employment, results in a continued payment of wages up to thirty (30) days from the time the wages were due.

As an “aggrieved employee,” Mr. Ryan will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Ryan’s own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

- a. Defendants violated Labor Code §§ 226.7, 512, 558, and 1198 by failing to provide meal periods as required by law and failing to pay meal period premiums to Mr. Ryan and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;

- b. Defendants violated Labor Code §§ 226.7, 516, 558, and 1198 by failing to authorize and permit Mr. Ryan and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Mr. Ryan and other aggrieved employees at these employees' respective regular rates of compensation for rest period violations;
- c. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Mr. Ryan and other aggrieved employees for all work-related expenses they incurred;
- d. Defendants violated Labor Code § 226 by failing to furnish Mr. Ryan and other aggrieved employees with accurate and compliant itemized wage statements;
- e. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Ryan and other aggrieved employees;
- f. Defendants violated Labor Code § 204 by failing to pay Mr. Ryan and aggrieved employees all wages earned at least twice during each calendar month; and
- g. Defendants violated Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Ryan and aggrieved employees.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt

cc: Par Western Line Contractors, LLC (certified mail)
Par Electrical Contractors, Inc. (certified mail)
Quanta Services, Inc. (certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/10/2022

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ORIGINAL INTENDED RECIPIENT:

PAR WESTERN LINECONTRACTORS LLC

C/O: CSC - LAWYERS INCORPORATING SERVICE

STE 150N

2710 GATEWAY OAKS DR

SACRAMENTO CA 95833-3502

JR

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/10/2022

HAINES LAW GROUP:

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PAR ELECTRICAL CONTRACTORS INC

C/O: CSC - LAWYERS INCORPORATING SERVICE

STE 150N

2710 GATEWAY OAKS DR

SACRAMENTO CA 95833-3502

JR

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 06/10/2022

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QUANTA SERVICES INC

C/O: CORPORATION SERVICE COMPANY

251 LITTLE FALLS DR

WILMINGTON DE 19808-1674

JR



Mailer: Haines Law Group

Date Produced: 06/20/2022

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SACRAMENTO CA 95833-3502

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Mailer: Haines Law Group

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Customer Reference Number: C3482201.20450576

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PROOF OF SERVICE

Curley v. PAR Electrical Contractors, Inc.

S.D.S.C. Case No. 37-2021-00019761-CU-OE-CTL

I, Amber Worden, declare as follows:

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action. My business address is 605 "C" Street, Suite 200, San Diego, California 92101.

On May 25, 2023, I instituted service of the forgoing document(s) described as:

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

on the following interested parties:

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in the manner described below:

[XX] EMAIL: Pursuant to an agreement between the Parties, I transmitted the foregoing document(s) electronically via the email addresses listed above.

[XX] STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed May 25, 2023, at San Diego, California.


Amber Worden