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Attorneys for Plaintiff JAIME GODINEZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other similarly-situated current and former employees,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN**

JAIME GODINEZ,

Plaintiff,

v.

STURGEON SERVICES INTERNATIONAL
dba STURGEON & SON GRADING &
PAVING, INC.; and DOES 1 through 50,
inclusive,

Defendants.

Case No.:

COMPLAINT FOR CIVIL PENALTIES

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Meal Periods;
2. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Recovery of Unpaid Wages;
3. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
4. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq for Failure to Provide Accurate Itemized Wage Statements.

1
2 Plaintiff JAIME GODINEZ (“Plaintiff”), complains and alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. This is an action brought on behalf of Plaintiff and similarly aggrieved employees
5 (“Aggrieved Employees”) who were subjected to one or more of the violations alleged herein by
6 STURGEON SERVICES INTERNATIONAL dba STURGEON & SON GRADING &
7 PAVING, INC. (“Defendants”).

8 2. The term “PAGA Period” is defined as one (1) year and sixty-five (65) days prior
9 to the filing of this action. Plaintiff reserves the right to amend this complaint to reflect a different
10 PAGA Period as further discovery is conducted.

11 3. “Aggrieved Employee(s)” is defined as non-exempt hourly-paid employees
12 throughout California employed by Defendants during the PAGA Period.

13 4. Plaintiff, individually, and on behalf of the Aggrieved Employees, seeks relief
14 against Defendants for their: (1) failure to provide meal periods or premium pay in lieu thereof;
15 (2) failure to pay all wages due; (3) failure to pay wages due upon termination of employment;
16 and (4) failure to provide accurate itemized wage statements. Plaintiff seeks penalties pursuant to
17 Labor Code section 2608 et seq., the Private Attorneys General Act of 2004 (hereinafter “PAGA”)
18 in connection with Defendants’ Labor Code violations.

19 5. At all relevant times herein, Defendants consistently maintained and enforced
20 against Plaintiff and Aggrieved Employees the following unlawful practices and policies: a)
21 willfully refusing to provide Plaintiff and Aggrieved Employees with meal breaks or premium
22 pay in lieu thereof; b) willfully refusing to pay Plaintiff and Aggrieved Employees for all hours
23 worked; c) willfully refusing to compensate Plaintiff and Aggrieved Employees wages due and
24 owing at the time Plaintiff’s and Aggrieved Employees’ employment with Defendants ended; and
25 d) willfully refusing to furnish to Plaintiff and Aggrieved Employees accurate itemized wage
26 statements upon payment of wages.

27 **JURISDICTION AND VENUE**

28 6. This Court has subject matter jurisdiction over the causes of action alleged in this

1 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
2 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
3 recoverable for Plaintiff individually does not exceed seventy-five thousand dollars (\$75,000.00),
4 and collectively amongst all aggrieved employees do not exceed five million dollars
5 (\$5,000,000.00.)

6 7. Defendants are California corporations doing business throughout the State of
7 California. There is no federal question at issue, as the issues herein are based solely on California
8 statutes and law, including the Labor Code, Industrial Welfare Commission (“IWC”) Wage
9 Orders, Code of Civil Procedure, Business and Professions Code, and Rules of Court. By doing
10 business in the state of California, Defendants have purposefully availed themselves of the state’s
11 jurisdiction. Accordingly, as personal jurisdiction over Defendants would be constitutional,
12 California’s long-arm statute provides that California courts may exercise personal jurisdiction
13 over Defendants. (Code Civ. Pro., § 410.10.)

14 8. Venue is proper in the County of Kern, because Defendants perform business in
15 the County of Kern, maintains its principal office in Bakersfield, CA located in the County of
16 Kern, and the acts set forth herein occurred in the County of Kern.

17 **THE PARTIES**

18 **Plaintiff**

19 9. Plaintiff worked for Defendants as an Equipment Operator from approximately
20 October 2008 to July 30, 2020. Plaintiff and Aggrieved Employees consist of identifiable, current,
21 and/or former similarly situated persons who worked for Defendants as hourly-paid non-exempt
22 employees during the PAGA Period.

23 **Defendants**

24 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
25 STURGEON SERVICES INTERNATIONAL (“Sturgeon”) is a California corporation doing
26 business as, or formerly known as STURGEON & SON GRADING & PAVING, INC. (See
27 California Secretary of State, Corporation – Statement of Information (“SOI”), Entity (File)
28 Number: C0666815.) Defendant Sturgeon provides a “full spectrum of contracting services for

oilfields throughout California.” (Sturgeon Services International, “About Us,” *available at* <https://www.sturgeonservices.com/about-us>. Defendant Sturgeon’s services include, but is not limited to, construction and maintenance services for oil and gas companies throughout California, including manufacturing of oil filters. (*Ibid.*) Upon information and belief, Defendant Sturgeon’s principal office is located at 3511 Gilmore Avenue, Bakersfield, CA 93308. (SOI, Entity (File) Number: C0666815.) Plaintiff is informed and believes, and based thereon alleges, that Defendant Sturgeon is and/or was the employer of Plaintiff and Aggrieved Employees during the PAGA Period.

11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained. Defendant Sturgeon and Defendants sued herein as DOES 1 through 50 are collectively referred to herein as “Defendants.”

12. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

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

1 ///

2 **PAGA ADMINISTRATIVE PREREQUISITE**

3 14. Plaintiff brings this case as a representative action seeking penalties for the State
4 of California in a representative capacity, as provided by the Private Attorney General Act, Labor
5 Code section 2698 et seq. ("PAGA"), as an aggrieved employee, formerly employed by
6 Defendants and did not receive all wages due including at time of termination, was not paid
7 regular wages, was not provided meal breaks or premium pay in lieu therefrom, and was not
8 provided with accurate wage statements.

9 15. Prior to filing this complaint, Plaintiff gave written notice by certified electronic
10 mail to the Labor and Workforce Development Agency ("LWDA") and to Defendants on March
11 29, 2021 of the specified provisions alleged to have been violated, including the facts and theories
12 to support the alleged violation as required by Labor Code section 2699.3. The LWDA assigned
13 case no. LWDA-CM-827387-21 to Plaintiff's notice upon submission on March 29, 2021. A true
14 and correct copy of Plaintiff's original letter sent to the LWDA on March 29, 2021, is attached
15 hereto as "**Exhibit A**".

16 16. More than sixty-five (65) days have passed since Plaintiff submitted his March 29,
17 2021, notice to the LWDA and Defendants of the specific alleged Labor Code violations and the
18 LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.
19 Plaintiff further has received no notice of Defendants' intent to cure any of the alleged violations.
20 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
21 to his March 29, 2021, PAGA notice.

22 **FACTUAL ALLEGATIONS**

23 17. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny their
24 employees the benefits due under California's wage and hour laws for work performed in
25 California. Defendants wrongfully refused to pay Plaintiff and the Aggrieved Employees regular
26 wages, and other statutory benefits mandated by California.

27 18. Labor Code section 1194 provides that notwithstanding any agreement to work for
28 a lesser wage, an employee receiving less than the legal overtime compensation or minimum wage

1 compensation is entitled to recover in a civil action the unpaid balance of their overtime
2 compensation and/or minimum wage compensation, including interest thereon, reasonable
3 attorneys' fees, and costs of suit.

4 19. During all, or a portion of the PAGA Period, Plaintiff and Aggrieved Employees
5 were employed by Defendants in the State of California.

6 14. Throughout the PAGA Period, Plaintiff and Aggrieved Employees regularly
7 worked during meal periods due to Defendants' policy and practices which prioritized work tasks
8 over meal period compliance. Plaintiff and Aggrieved Employees were often precluded from
9 taking timely and uninterrupted meal breaks in accordance with California law due to the nature
10 of their shifts. Plaintiff and Aggrieved Employees did not receive at least one duty-free,
11 uninterrupted meal period within the first five (5) hours worked, and a second meal period before
12 the start of the 11th hour of work. In fact, at times Defendants did not have sufficient employees
13 to provide relief for meal periods and thereby required Plaintiff and Aggrieved Employees to
14 continue working throughout all their meal periods. Plaintiff and Aggrieved Employees never
15 agreed to waive their meal periods, nor were asked by Defendants to sign a waiver. Plaintiff and
16 Aggrieved Employees were not paid premiums for the missed meal periods.

17 20. Further, despite precluding Plaintiff and Aggrieved Employees from taking timely
18 and uninterrupted meal breaks in accordance with California law, Defendants nevertheless
19 deducted pay from Plaintiff and Aggrieved Employees' wages equivalent to thirty (30) minutes
20 per eight (8) hours of work for their meal breaks. As such, throughout the PAGA Period,
21 Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked at the legally
22 mandated wage rates specifically by failing to pay Plaintiff and Aggrieved Employees the legally
23 mandated regular rates for all work performed during missed meal periods.

24 21. As a result of Defendants' policies and practices of failing to provide Plaintiff and
25 Aggrieved Employees with meal or rest breaks, or premium pay in lieu therefrom, Defendants
26 violated Labor Code sections 226.7, 512, 1194, 1197, and IWC Wage Order 16-2001, and is
27 subject to penalties under PAGA.

28 22. Defendants also failed to keep accurate wage statements by failing to provide

1 Plaintiff and Aggrieved Employees with complete and accurate wage statements. In particular,
2 Defendant failed to include the following information in Plaintiff and Aggrieved Employees’
3 wage statements: (1) the true number of hours worked per pay period, (2) the inclusive dates of
4 the period for which the employees are paid, and (3) the identification number or last four digits
5 of employees’ social security numbers. Further, Defendants also do not have the accurate name
6 and address of the legal entity that is the employer on Plaintiff and Aggrieved Employees’ wage
7 statements. In particular, the wage statements list the employer’s name as: STURGEON AND
8 SON GRADING & PAVING, INC. and no business address was provided. Upon information and
9 belief, Defendant’s business name has been amended from STURGEON AND SON, INC. to
10 STURGEON SERVICES INTERNATIONAL, INC. on February 2, 2009 and a Certificate of
11 Amendment of Articles of Incorporation has been filed with the California Secretary of State on
12 April 22, 2019. (Certificate of Amendment of Articles of Incorporation, Sturgeon and Son, Inc.,
13 *available at* <https://businesssearch.sos.ca.gov/Document/RetrievePDF?Id=00666815-6389798>.)
14 Further, Defendants’ principal business address is listed in its California Secretary of State,
15 Statement of Information as “3511 Gilmore Avenue, Bakersfield, California 93308,” but does not
16 appear on Plaintiff and Aggrieved Employees’ wage statements. (SOI, Entity (File) Number:
17 C0666815.) These blatant inaccuracies in Plaintiff and Aggrieved Employees’ wage statements,
18 including Defendants’ failure to include the correct name and address of the employer, is in
19 violation of Labor Code sections 226 and 1174, and is subject to penalties under PAGA.

20 23. Plaintiff, by virtue of his employment with Defendants during the PAGA Period,
21 is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
22 all prerequisites to serve as a representative of the general public to enforce California’s labor
23 laws, and the penalty provisions identified in Labor Code section 2699.5.

24 **FIRST CAUSE OF ACTION**

25 **Violation of PAGA For Failure to Provide Meal Periods or Premium Pay in Lieu Thereof** 26 **(Labor Code §§ 226.7 and 512, and IWC Wage Order 16-2001, Sect. 10)**

27 **(Plaintiff against All Defendants)**

28 24. Plaintiff and Aggrieved Employees reallege and incorporate by reference the

preceding paragraphs of this complaint as if fully set forth herein.

25. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

26. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, 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 in accordance with this section.

27. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more than five (5) hours in a workday.

28. At varying times relevant hereto, Plaintiff and Aggrieved Employees have worked more than ten (10) hours in a workday.

29. Plaintiff alleges that he and other Aggrieved Employees were often precluded from taking timely and uninterrupted meal breaks in accordance with California law due to the nature of their shifts. Plaintiff and Aggrieved Employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and did not receive a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Defendants did not have sufficient employees to provide relief for meal periods and thereby required Plaintiff and Aggrieved Employees to continue working throughout all their meal periods. Plaintiff and Aggrieved Employees never agreed to waive their meal periods, nor were asked by Defendants to sign a waiver. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

30. Pursuant to Labor Code §2699(f)(2) Plaintiff and Aggrieved Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

31. By virtue of the Defendants' failure to schedule Plaintiff and Aggrieved

1 Employees in such a way as to provide a meal period, and/or work free meal period, Plaintiff and
2 Aggrieved Employees suffered, and continue to be subject to ongoing violations incurring civil
3 penalties, the amount of which are presently unknown, but will be ascertained according to proof
4 at trial.

5 32. Since the LWDA has not indicated that it will be investigating more than sixty-
6 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
7 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
8 of California, will seek any and all penalties otherwise capable of being collected by the Labor
9 Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This
10 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
11 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: Labor
12 Code sections 226.7 and 512.

13 33. Plaintiff is informed and believes that Defendants have violated, and continue to
14 violate, provisions of the Labor Code and applicable Wage Orders related to the provision of meal
15 periods or premium payment in lieu thereof.

16 34. Plaintiff, as a personal representative of the general public, will and does seek to
17 recover any and all penalties for each and every violation shown to exist or to have occurred
18 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
19 only available to public agency enforcement actions. Funds recovered will be distributed in
20 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
21 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
22 Aggrieved Employees.

23 35. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
24 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

25 **SECOND CAUSE OF ACTION**

26 **Violation of PAGA For Failure to Pay All Wages**

27 **(Labor Code §§ 204, 1194, 1194.2, 1197, and IWC Wage Order 16-2001, Sect. 4)**

28 **(Plaintiff against All Defendants)**

1 36. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
2 preceding paragraphs of this complaint as if fully set forth herein.

3 37. Pursuant to Labor Code section 204, subdivision (a), “[a]ll wages ... earned by
4 any person in any employment are due and payable twice during each calendar month.”

5 38. Labor Code section 1194 mandates that employers pay employees no less than the
6 minimum wage for each hour worked, and Labor Code section 1197 holds that “the payment of
7 a lower wage than the minimum so fixed is unlawful.”

8 39. Defendants failed to pay Plaintiff and Aggrieved Employees the legally mandated
9 regular rates for all work performed during their shifts in violation of California law. Plaintiff and
10 Aggrieved Employees regularly worked 8-hour shifts, including during their meal periods.
11 Defendants nevertheless deducted thirty (30) minutes of pay from Plaintiff and Aggrieved
12 Employees’ wages despite failing to provide them with timely and uninterrupted meal periods.

13 40. By virtue of the Defendants’ failure to pay Plaintiff and Aggrieved Employees all
14 wages due, Plaintiff and Aggrieved Employees suffered, and continue to be subject to ongoing
15 violations incurring civil penalties, the amount of which are presently unknown, but will be
16 ascertained according to proof at trial.

17 41. Labor Code section 558, subdivision (a), imposes civil penalties on employers for
18 violating “any provision regulating hours and days of work” of fifty dollars (\$50) for the initial
19 violation and one hundred dollars (\$100) for each subsequent violation “for each underpaid
20 employee for each pay period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages.”

22 42. Labor Code section 1197.1 provides that “[a]ny employer ... who pays or causes
23 to be paid to any employee a wage less than the minimum fixed by an applicable state or local
24 law, or by an order of the commission shall be subject to a civil penalty ... as follows: (1) For any
25 initial violation that is intentionally committed, one hundred dollars (\$100.00) for each underpaid
26 employee for each pay period for which the employee is underpaid ... (2) For each subsequent
27 violation for the same specific offense, two hundred fifty dollars (\$250.00) for each underpaid
28 employee for each pay period for which the employee is underpaid regardless of whether the

1 initial violation is intentionally committed.”

2 43. Since the LWDA has not indicated that it will be investigating more than sixty-
3 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
4 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
5 of California, will seek any and all penalties otherwise capable of being collected by the Labor
6 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
7 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
8 alleged violation of the following provisions: Labor Code sections 204, 1194, and 1197.

9 44. Plaintiff is informed and believes that Defendants have violated, and continue to
10 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
11 minimum wages.

12 45. Plaintiff, as a personal representative of the general public, will and does seek to
13 recover any and all penalties for each and every violation shown to exist or to have occurred
14 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
15 only available to public agency enforcement actions. Funds recovered will be distributed in
16 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
17 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
18 Aggrieved Employees.

19 46. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
20 costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

21 **THIRD CAUSE OF ACTION**

22 **Violation of PAGA For Failure to Pay All Wages Due Upon Termination of Employment**

23 **(Labor Code §§ 201 and 203)**

24 **(Plaintiff against All Defendants)**

25 47. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
26 preceding paragraphs of this complaint as if fully set forth herein.

27 48. Labor Code section 201, subdivision (a), states that “[i]f an employer discharges
28 an employee, the wages earned and unpaid at the time of discharge are due and payable

1 immediately.”

2 49. At the time that Plaintiff and any of the Aggrieved Employees’ employment ended,
3 they were entitled to timely compensation of regular, overtime, and double time wages for all
4 hours worked, and premium compensation for all missed meal and rest periods.

5 50. Defendants failed or refused to compensate Plaintiff and Aggrieved Employees
6 for all hours worked and any missed meal periods. As a result of Defendants’ failure to do so,
7 Plaintiff and Aggrieved Employees have suffered, and continue to suffer, injury which will be
8 ascertained according to proof at trial.

9 51. Pursuant to Labor Code §2699(f)(2) Plaintiff and Aggrieved Employees are
10 entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the initial violations
11 and two hundred dollars (\$200.00) per pay period for each subsequent violation.

12 52. Pursuant to Labor Code section 203, subdivision (a), “[i]f an employer willfully
13 fails to pay ... any wages of any employee who is discharged or who quits, the wages of the
14 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
15 an action therefor is commenced; but the wages shall not continue for more than 30 days.” Labor
16 Code section 256 provides for civil penalties not exceeding 30 days pay at the employees’ same
17 rate of pay.

18 53. Since the LWDA has not indicated that it will be investigating more than sixty-
19 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
20 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
21 of California, will seek any and all penalties otherwise capable of being collected by the Labor
22 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
23 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
24 alleged violation of the following provisions: Labor Code sections 201 and 203.

25 54. Plaintiff is informed and believes that Defendants have violated, and continue to
26 violate, provisions of the Labor Code related to the requirement to pay all wages due upon
27 termination of employment.

28 55. Plaintiff, as a personal representative of the general public, will and does seek to

1 recover any and all penalties for each and every violation shown to exist or to have occurred
2 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
3 only available to public agency enforcement actions. Funds recovered will be distributed in
4 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
5 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all
6 Aggrieved Employees.

7 56. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
8 and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

9 **FOURTH CAUSE OF ACTION**

10 **Violation of PAGA For Failure to Provide Accurate Itemized Wage Statements** 11 **(Labor Code §§ 1174, 226, subd. (A), (E), and IWC Wage Order 16-2001, Sect. 6(B))** 12 **(Plaintiff against All Defendants)**

13 57. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
14 preceding paragraphs of this complaint as if fully set forth herein.

15 58. Labor Code section 226, subdivision (a), states in pertinent part that, "every
16 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
17 employees, either as a detachable part of the check, draft, or voucher paying the employee's
18 wages, or separately when wages are paid by personal check or cash, an accurate itemized
19 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
20 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
21 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
22 only the last four digits of his or her social security number or an employee identification number
23 other than a social security number; (8) the name and address of the legal entity that is the
24 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
25 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226; *see also* IWC
26 Wage Order 16-2001, section 6(B).)

27 59. Defendants failed to keep accurate wage statements by failing to provide Plaintiff
28 and Aggrieved Employees with complete and accurate wage statements showing (1) the true

1 number of hours worked per pay period, (2) the inclusive dates of the period for which the
2 employees are paid, and (3) the identification number or last four digits of employees' social
3 security numbers. Such failure caused injury to Plaintiff and Aggrieved Employees.

4 60. Further, an employee is deemed to suffer injury if the employer fails to provide a
5 wage statement containing all of the required information set forth in Labor Code section 226,
6 subdivision (a). (Lab. Code § 226, subd. (e)(2).) In particular, Defendants do not have the accurate
7 name and address of the legal entity that is the employer on Plaintiff and Aggrieved Employees'
8 wage statements. In particular, the wage statements list the employer's name as: STURGEON
9 AND SON GRADING & PAVING, INC. and no business address was provided. Defendant's
10 business name has been amended from STURGEON AND SON, INC. to STURGEON
11 SERVICES INTERNATIONAL, INC. on February 2, 2009 and a Certificate of Amendment of
12 Articles of Incorporation has been filed with the California Secretary of State on April 22, 2019.
13 Further, Defendants' principal business address is listed in its California Secretary of State,
14 Statement of Information as "3511 Gilmore Avenue, Bakersfield, California 93308," but does not
15 appear on Plaintiff and Aggrieved Employees' wage statements. Defendants' failure to include
16 the correct name and address of the employer, is in violation of Labor Code sections 226 and
17 1174, and is subject to penalties under PAGA.

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

25 62. Since the LWDA has not indicated that it will be investigating more than sixty-
26 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
27 to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State
28 of California, will seek any and all penalties otherwise capable of being collected by the Labor

Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: Labor Code sections 226 and 1174.

63. Plaintiff is informed and believes that Defendants have violated, and continue to violate, provisions of the Labor Code and applicable Wage Orders related to the provision of accurate itemized wage statements.

64. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiff and all Aggrieved Employees.

65. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and

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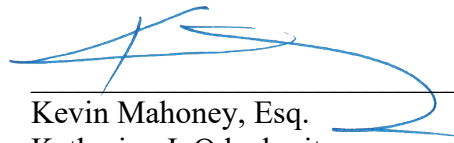
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1 4. For all such other and further relief as the Court may deem just and proper.

2
3 Dated: June 25, 2021

MAHONEY LAW GROUP, APC

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5
6 By:



Kevin Mahoney, Esq.
Katherine J. Odenbreit
Kate Nicole G. Blanco, Esq.
Attorney for Plaintiff JAIME GODINEZ, as an
individual and on behalf of all aggrieved
employees

EXHIBIT A



Joshua D. Klein, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
jklein@mahoney-law.net

March 29, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAfilings@dir.ca.gov

VIA U.S. MAIL & CERTIFIED MAIL# 7019 0700 0001 7572 2028

Return Receipt Requested

Sturgeon & Son Grading & Paving, Inc. – Agent for Service of Process

Attn: Paul Sturgeon

3511 Gilmore Avenue

Bakersfield, CA 93308

Re: Jaime Godinez v. Sturgeon & Son Grading & Paving, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Sturgeon & Son Grading & Paving, Inc.

From: Jaime Godinez, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Jaime Godinez ("Mr. Godinez" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Sturgeon & Son Grading & Paving, Inc. ("Employer") is a California corporation that manufactures oil filters. Mr. Godinez was employed by Employer in a non-exempt position from on or around October 2008 through July 30, 2020.

Mr. Godinez alleges Employer violated various sections of the Labor Code, including sections 226, 226.7, 512, and 1174, and the applicable Industrial Welfare Commission ("IWC")

Wage Order, by failing to provide Mr. Godinez and all other aggrieved employees with meal periods or premium pay in lieu thereof, failing to provide accurate wage statements, and failing to maintain accurate payroll records. Mr. Godinez and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

Employer failed to provide Mr. Godinez with compliant meal periods, or premium compensation in lieu thereof, in accordance with California law.

Mr. Godinez alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal breaks in accordance with California law due to the nature of their shifts. Mr. Godinez and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42. In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Mr. Godinez and other aggrieved employees to continue working throughout all their meal periods. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period, in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order.

Employer failed to provide Mr. Godinez and other aggrieved employees with compliant wage statements and maintain accurate payroll records

Mr. Godinez alleges that he and other aggrieved employees received wage statements that violated Labor Code section 226, subdivision (a), by (1) failing to list the total hours worked per pay period; (2) failing to list the name and address of the legal entity that is the employer; (3) failing to list all inclusive dates of pay; and (4) failing to list an identification number, or the last four digits of the employee's social security number. Employer's conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Godinez becomes aware of additional compensation owed or losses incurred by Mr. Godinez or by any other aggrieved employee of the Employer, Mr. Godinez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
Joshua D. Klein
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jklein@mahoney-law.net

Sincerely,

A handwritten signature in cursive script, appearing to read "Jrd Klein".

Joshua D. Klein, Esq.

MAHONEY LAW GROUP, APC