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Attorneys for Plaintiff Justin McClenahan

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUSTIN ARTHUR MCCLENAHAN,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

CBRE TECHNICAL SERVICES, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 21STCV30353

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff Justin Arthur McClenahan (“Plaintiff”), based upon facts that either have
2 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
3 further investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants CBRE Technical Services, LLC,
6 and Does 1 through 10 (collectively referred to as “Defendants”) for civil penalties under the
7 Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”)
8 stemming from Defendants’ failure to pay for all hours worked (including minimum wages,
9 straight time wages, and overtime wages), failure to provide meal periods, failure to authorize
10 and permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
12 expenses, and failure to furnish accurate wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and his
16 or her family, it is essential to the public welfare that employers obey the wage-and-hour laws so
17 that employees are promptly paid the minimum/overtime wages that the Legislature has required
18 for employees. So fundamental are California’s wage-and-hour laws that the Legislature has
19 criminalized certain types of violations. In extending extra protection to deter violations of these
20 underlying statutes—since Plaintiff is not seeking general and/or special damages, restitution or
21 other damages other than civil penalties—California has enacted the PAGA to permit an
22 individual to bring an action on behalf of himself and on behalf of others for PAGA penalties
23 only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or
25 were harmed by Defendant’s illegal practices are “Aggrieved Employees.”

26 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
27 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of the
28 State of California. Plaintiff does not seek to recover anything other than penalties as permitted

1 by California Labor Code Section 2699 at this time. To the extent that statutory violations are
2 mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages
3 for those violations, but simply penalties as permitted by California Labor Code Section 2699,
4 declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by
5 the PAGA.

6 5. Defendants own/owned and operate/operated an industry, business, and
7 establishment within the State of California, including Los Angeles County. As such, and based
8 upon all the facts and circumstances incident to Defendants' business in California, Defendants
9 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
10 Commission ("IWC"), and the California Business & Professions Code.

11 6. Despite these requirements, throughout the statutory period Defendants
12 maintained a systematic, company-wide policy and practice of:

- 13 (a) Failing to pay employees for all hours worked, including all minimum
14 wages, straight time wages, and overtime wages in compliance with the
15 California Labor Code and IWC Wage Orders;
- 16 (b) Failing to provide employees with timely and duty-free meal periods in
17 compliance with the California Labor Code and IWC Wage Orders, failing
18 to maintain accurate records of all meal periods taken or missed, and
19 failing to pay an additional hour's pay for each workday a meal period
20 violation occurred;
- 21 (c) Failing to authorize and permit employees to take timely and duty-free rest
22 periods in compliance with the California Labor Code and IWC Wage
23 Orders, and failing to pay an additional hour's pay for each workday a rest
24 period violation occurred;
- 25 (d) Failing to indemnify employees for necessary business expenses incurred
- 26 (e) Failing to maintain accurate records of the hours employees worked;

- 1 (f) Willfully failing to pay employees all meal period, rest period, minimum
2 wages, straight time wages, and overtime wages due within the time period
3 specified by California law when employment terminates; and
4 (g) Failing to provide employees with accurate, itemized wage statements
5 containing all the information required by the California Labor Code and
6 IWC Wage Orders.

7 7. On information and belief, Defendants, and each of them were on actual and
8 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
9 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
10 willful and deliberate.

11 8. At all relevant times, Defendants were and are legally responsible for all of the
12 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
13 foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further,
14 Defendants are responsible for each of the unlawful acts or omissions complained of herein under
15 the doctrine of "respondeat superior".

16 **THE PARTIES**

17 **A. Plaintiff**

18 9. Plaintiff Justin Arthur McClenahan is a California resident that worked for
19 Defendants in the County of Los Angeles, State of California, as an engineer from approximately
20 October 2014 to December 2020.

21 **B. Defendants**

22 10. Plaintiff is informed and believes, and based upon that information and belief
23 alleges, that Defendant CBRE Technical Services, LLC is:

- 24 (a) A Delaware limited liability company with its principal place of business
25 in Los Angeles, California.
26 (b) A business entity conducting business in numerous counties throughout the
27 State of California, including in Los Angeles County;
28 (c) The former employer of Plaintiff, and the current and/or former employer

1 of the aggrieved employees. CBRE Technical Services, LLC suffered and
2 permitted Plaintiff and the Aggrieved Employees to work, and/or
3 controlled their wages, hours, or working conditions.

4 11. Plaintiff does not know the true names or capacities of the persons or entities sued
5 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
6 Each of the Doe Defendants was in some manner legally responsible for the damages suffered by
7 Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to
8 set forth the true names and capacities of these Defendants when they have been ascertained,
9 together with appropriate charging allegations, as may be necessary.

10 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
11 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
12 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State of
13 California.

14 13. Plaintiff is informed and believes and thereon alleges that at all relevant times
15 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
16 the other Aggrieved Employees, and exercised control over their wages, hours, and working
17 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
18 Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
19 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
20 interest of some or all of the other Defendants, and was engaged with some or all of the other
21 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
22 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
23 Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and
24 within the scope of the relationships alleged above, that each Defendant knew or should have
25 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
26 conduct of all other Defendants.

1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 14. Plaintiff is a California resident who worked for Defendants in the County of Los
3 Angeles, State of California, as an engineer from approximately October 2014 to December
4 2020. During the statutory time period, Plaintiff was typically scheduled to work 5 days in a
5 workweek, and typically in excess of 8 hours in a single workday.

6 15. Throughout Plaintiff's employment, Defendants committed numerous labor code
7 violations under state law. As discussed below, Plaintiff's experience working for Defendants
8 was typical and illustrative.

9 16. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
10 worked (including minimum wages and overtime compensation), failed to provide Plaintiff with
11 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
12 periods, failed to indemnify Plaintiff for necessary business expenses, failed to maintain accurate
13 records of the hours Plaintiff worked, failed to timely pay all final wages to Plaintiff when
14 Defendants terminated Plaintiff's employment, and failed to furnish accurate wage statements to
15 Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and
16 illustrative.

17 17. Throughout the statutory period, Defendants maintained a policy and practice of
18 not paying Plaintiff, and the Aggrieved Employees for all hours worked, including all overtime
19 wages. Defendants regularly use a system of time rounding in a manner that resulted, over a
20 period of time, in failing to compensate Plaintiff, and the Aggrieved Employees properly for all
21 the time they have actually worked, even though the realities of Defendants' operations are such
22 that it is possible, practical, and feasible to count and pay for work time to the minute. Also,
23 throughout the statutory period, Plaintiff, and the Aggrieved Employees were paid based on an
24 alternative workweek schedule, working 4 days per week and at least 10 hours each workday.
25 However, Defendants did not satisfy the requirements for an alternative workweek schedule at
26 the location in which Plaintiff, and the Aggrieved Employees were employed. Therefore,
27 Plaintiff, and the Aggrieved Employees were not paid overtime premiums for work performed in
28 excess of 8 hours per workday. Also, throughout the statutory period, Plaintiff, and the

1 Aggrieved Employees were required to work “off the clock” and uncompensated. For example,
2 Plaintiff, and the Aggrieved Employees were required to work before and/or after clocking in and
3 out. This included walking around and checking for problem or broken items, and removing
4 water from field tanks, and cleaning, all off the clock and uncompensated. Plaintiff, and the
5 Aggrieved Employees were also not paid for unused and vested vacation pay upon termination
6 from the company. In maintaining a practice of not paying all wages owed, Defendants failed to
7 maintain accurate records of the hours Plaintiff, and the Aggrieved Employees worked.

8 18. Throughout the statutory period, Defendants have wrongfully failed to provide
9 Plaintiff, and the Aggrieved Employees with legally compliant meal periods. Defendants
10 sometimes, but not always, required Plaintiff, and the Aggrieved Employees to work in excess of
11 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
12 free meal period for every five hours of work, or without compensating Plaintiff, and the
13 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
14 work or tenth hour of work. Defendants also did not adequately inform Plaintiff, and the
15 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
16 for shifts greater than 10 hours, by the end of the tenth hour of work. Further, Defendants
17 typically automatically deducted meal breaks for Plaintiff, and the Aggrieved Employees, despite
18 the fact that Plaintiff, and the Aggrieved Employees were typically unable to take full meal
19 periods. Also, Defendants automatically deducted meal periods, despite Plaintiff, and the
20 Aggrieved Employees occasionally taking late or short meal periods, or despite missing meal
21 periods. Accordingly, Defendants’ policy and practice was to not provide meal periods to
22 Plaintiff, and the Aggrieved Employees in compliance with California law.

23 19. Throughout the statutory period, Defendants have wrongfully failed to authorize
24 and permit Plaintiff, and the Aggrieved Employees to take timely and duty-free rest periods.
25 Defendants sometimes, but not always, required Plaintiff, and the Aggrieved Employees to work
26 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
27 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
28 major fraction of four hours), or without compensating Plaintiff, and the Aggrieved Employees

1 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
2 Plaintiff, and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants
3 did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff,
4 and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding
5 the timing of rest periods. Defendants also did not have adequate policies or practices to verify
6 whether Plaintiff, and the Aggrieved Employees were taking their required rest periods. Further,
7 Defendants did not maintain accurate records of employee work periods, and therefore
8 Defendants cannot demonstrate that Plaintiff, and the Aggrieved Employees took rest periods
9 during the middle of each work period. Also, Plaintiff, and the Aggrieved Employees were
10 unable to leave the premises during their rest breaks. Accordingly, Defendants' policy and
11 practice was to not authorize and permit Plaintiff, and the Aggrieved Employees to take rest
12 periods in compliance with California law.

13 20. Throughout the statutory period, Defendants wrongfully required Plaintiff, and the
14 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
15 Defendants without reimbursement. For example, Plaintiff, and the Aggrieved Employees were
16 required to use his personal vehicle for work related purposes, without reimbursement of mileage
17 or other automobile reimbursements. Plaintiff, and the Aggrieved Employees were also required
18 to purchase items such as flashlights, compressors, leak detector sprays, and tools, without
19 reimbursement. Further, Plaintiff, and the Aggrieved Employees were required to use their own
20 personal cellular telephones for work, without reimbursement.

21 21. Throughout the statutory period, Defendants willfully failed and refused to timely
22 pay Plaintiff, and the Aggrieved Employees at the conclusion of their employment all wages for
23 all minimum wages, overtime wages, meal period premium wages, and rest period premium
24 wages. Further, Defendants did not pay Plaintiff, and the Aggrieved Employees their final
25 paychecks immediately upon termination.

26 22. Throughout the statutory period, Defendants failed to provide adequate and
27 suitable seating to its employees, including cashiers, despite the fact that seating was possible for
28 its employees throughout the workday.

1 23. During the statutory period, Defendants failed to furnish Plaintiff and the
2 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
3 rates, and all gross and net wages earned (including correct hours worked, correct wages earned
4 for hours worked, correct overtime hours worked, correct wages for meal periods that were not
5 provided in accordance with California law, correct wages for rest periods that were not
6 authorized and permitted to take in accordance with California law, and Defendant's address).
7 Further, the wage statements do not show Defendant's address as required by California law. As
8 a result of these violations of California Labor Code § 226(a), the Plaintiff and the Aggrieved
9 Employees suffered injury because, among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum wages, overtime wages, meal period premium wages, and rest
12 period premium wages to which they were entitled, even though they were
13 entitled;
- 14 (b) the violations led them to believe that they had been paid the minimum,
15 overtime, meal period premium, and rest period premium wages, even
16 though they had not been;
- 17 (c) the violations led them to believe they were not entitled to be paid
18 minimum, overtime, meal period premium, and rest period premium wages
19 at the correct California rate even though they were;
- 20 (d) the violations led them to believe they had been paid minimum, overtime,
21 meal period premium, and rest period premium wages at the correct
22 California rate even though they had not been;
- 23 (e) the violations hindered them from determining the amounts of minimum,
24 overtime, meal period premium, and rest period premium owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
28

owed to them, computations they would not have to make if the wage statements contained the required accurate information;

- (g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff, and the Aggrieved Employees were entitled, and Plaintiff, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled

Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

FIRST CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

24. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as though fully set forth herein.

25. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

26. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any 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.”

27. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On August 16, 2021, he gave written notice by online filing to the Labor and

1 Workforce Development Agency and by certified mail to Defendants of the specific provisions
2 of the Labor Code that Defendants have violated against Plaintiff and certain current and former
3 aggrieved employees, including the facts and theories to support the violations. Plaintiff also
4 paid the filing fee. Plaintiff's PAGA case number is LWDA-CM-841598-21.

5 28. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
6 remedies with California's Labor and Workforce Development Agency (LWDA) prior to suit,
7 which is required by the statute. (*See* Cal. Lab. Code § 2699.3(d).)

8 29. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
9 Workforce Development Agency has not indicated that it intends to investigate Defendants'
10 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
11 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
12 the Labor Code described in this Complaint. These penalties include, but are not limited to,
13 penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

14 30. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
15 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
16 employing labor who willfully fails to maintain accurate and complete records required by
17 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
18 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
19 begins and ends each work period. Meal periods, and total hours worked daily shall also be
20 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
21 keep total hours worked in the payroll period and applicable rates of pay.

22 31. During the time period of employment for Plaintiff and the Aggrieved Employees,
23 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
24 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
25 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
26 Employees the ability to know, understand and question the accuracy and frequency of meal
27 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
28 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.

1 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
2 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
3 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
4 under state law, all to their respective damage in amounts according to proof at trial. Because of
5 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
6 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
7 from knowing, understanding, and disputing the wage payments paid to them.

8 32. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
9 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees
10 of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
11 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

12 33. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
13 to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
14 shall be entitled to an award of reasonable attorney's fees and costs."

15 **PRAYER FOR RELIEF**

16 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
17 against Defendants, jointly and severally, as follows:

18 1. That the Court declare, adjudge and decree that Defendants violated the California
19 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
20 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
21 failing to indemnify necessary business expenses, failing to furnish accurate wage statements,
22 and failing to maintain accurate records of all hours worked and meal periods;

23 2. An award of civil penalties on behalf of himself and all similarly aggrieved
24 employees pursuant to PAGA;

25 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

26 4. Attorneys' fees and costs reasonably incurred;

27 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

28 6. Such other and further relief that the Court deems proper.

1
2 Dated: November 23, 2021

Respectfully submitted,

3 MOON & YANG, APC

4
5 By: 

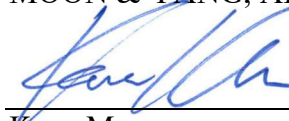
Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff

8
9 **DEMAND FOR JURY TRIAL**

10 Plaintiff demands a trial by jury as to all causes of action triable by jury.

11
12 Dated: November 23, 2021

MOON & YANG, APC

13
14 By: 

Kane Moon
Allen Feghali
Enzo Nabiev
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880,
7 Los Angeles, California 90017. On November 23, 2021, I served the foregoing document
8 described as:

9 **FIRST AMENDED REPRESENTATIVE ACTION COMPLAINT**

10 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
11 addressed as follows:

12 Michael Weil
13 **MORGAN, LEWIS & BOCKIUS LLP**
14 One Market, Spear Street Tower
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26 eldrin.masangkay@morganlewis.com

27 ***Attorneys for Defendant CBRE TECHNICAL***
28 ***SERVICES, LLC***

29 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
30 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with
31 the firm's practice of collection and processing correspondence for mailing. Under that
32 practice it would be deposited with U.S. postal service on that same day with postage
33 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
34 aware that on motion of the party served, service is presumed invalid if postal
35 cancellation date or postage meter date is more than one day after date of deposit for
36 mailing in affidavit.

37 X (State) I declare under penalty of perjury under the laws of the State of
38 California that the above is true and correct.

39 Executed on November 23, 2021, at Los Angeles, California.

40 Ximena Reyes
41 Name

42 /S/ Ximena Reyes
43 Signature