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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

JASON HEATLEY, on behalf of himself, the
State of California, and all other similarly
aggrieved employees,

Plaintiff,

v.

LIN R. ROGERS ELECTRICAL
CONTRACTORS, INC., a Georgia
Corporation; ROGERS ELECTRIC SERVICE
CORPORATION, a Georgia Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 30-2022-01244331-CU-OE-CXC

**FIRST AMENDED PAGA
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§ 2698 *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff Jason Heatley (“Plaintiff”) on behalf of himself, and all others similarly aggrieved
2 employees, hereby brings this Private Attorneys General Act (“PAGA”) Representative Action
3 Complaint (“Complaint”) against defendant Lin R. Rogers Electrical Contractors, Inc. and Rogers
4 Electric Service Corporation, and DOES 1 through 50, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all other similarly aggrieved employees hereby
8 brings this Complaint for recovery of civil penalties under California Labor Code §§ 2698 *et. seq.*

9 2. This Court has jurisdiction over Defendants because, upon information and belief,
10 Defendants are citizens of California, and/or Defendants have sufficient minimum contacts in
11 California, or otherwise intentionally avail themselves to the State of California so as to render the
12 exercise of jurisdiction over them by California courts consistent with the traditional notions of fair
13 play and substantial justice.

14 **VENUE**

15 3. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
16 §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County
17 of Orange. Defendants own, maintain offices, transact business, have an agent or agents within the
18 County of Orange, and/or otherwise are found within the County of Orange, and Defendants are
19 within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the one-year immediately preceding
23 Plaintiff giving PAGA Notice to the Labor and Workforce Development Agency (“LWDA”) and
24 within the statute of limitations periods applicable to each cause of action pled herein, Defendants
25 employed Plaintiff as an hourly non-exempt employee.

26 5. Defendant Lin R. Rogers Electrical Contractors, Inc. is a Georgia corporation. Plaintiff
27 is informed and believes, and based thereon alleges, that during the one years preceding Plaintiff
28 giving PAGA Notice to the LWDA and continuing to the present, Defendant did (and continues to

1 do) business by providing, amongst other things, electrical contracting services, including wiring and
2 lighting, and employed Plaintiff and other similarly aggrieved employees within Orange County and
3 the State of California, and therefore, were (and are) doing business in Orange County and the State
4 of California.

5 6. Defendant Rogers Electric Service Corporation is a Georgia corporation. Plaintiff is
6 informed and believes, and based thereon alleges, that during the one years preceding Plaintiff giving
7 PAGA Notice to the LWDA and continuing to the present, Defendant did (and continues to do)
8 business by providing, amongst other things, electrical contracting services, including wiring and
9 lighting, and employed Plaintiff and other similarly aggrieved employees within Orange County and
10 the State of California, and therefore, were (and are) doing business in Orange County and the State
11 of California.

12 7. Plaintiff is informed and believes, and based thereon alleges, that during the one years
13 preceding Plaintiff giving PAGA Notice to the LWDA and continuing to the present, Defendant did
14 (and continues to do) business by providing, amongst other things, electrical contracting services,
15 including wiring and lighting, and employed Plaintiff and other similarly aggrieved employees within
16 Orange County and the State of California, and therefore, were (and are) doing business in Orange
17 County and the State of California.

18 8. Plaintiff is informed and believed, and thereon alleges, that at all times mentioned
19 herein, Defendants were licensed to do business in California and County of Orange and were the
20 employers of Plaintiff and the aggrieved employees.

21 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
22 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
23 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
24 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
25 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
26 corporate, were responsible in some manner for the acts and omissions alleged herein, and
27 proximately caused Plaintiff and the aggrieved employees to be subject to the unlawful employment
28 practices, wrongs, injuries and damages complained of herein.

1 10. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
2 herein, Defendants were and are the employers of Plaintiff and the aggrieved employees.

3 11. At all times herein mentioned, each of said Defendants participated in the doing of the
4 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
5 and each of them, were the agents, servants, and employees of each and every one of the other
6 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
7 within the course and scope of said agency and employment. Defendants, and each of them, approved
8 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
9 herein.

10 12. At all times mentioned herein, Defendants, and each of them, were members of and
11 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
12 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
13 alleges that all Defendants were joint employers for all purposes of Plaintiff and the Aggrieved
14 Employees.

15 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

16 13. Defendants are one of the leading electrical contracting providers across California
17 that provides wiring, lighting, and technical services. Defendants employ thousands of non-exempt
18 employees across the State of California. Plaintiff worked for Defendants as a non-exempt employee
19 with the title “Electrician.” Plaintiff worked out of Defendants’ Irvine, California location during the
20 relevant time period.

21 14. Plaintiff is an aggrieved employee within the meaning of PAGA and in bringing this
22 Complaint wishes to bring a representative action on behalf of himself, the State of California and
23 the following group of “aggrieved employees”:

24 All non-exempt employees who worked for Defendants in California,
25 during the one year immediately preceding the filing of the PAGA Notice
26 through the date of trial. (“aggrieved employees”)

27 15. Plaintiff and other aggrieved employees were employed by Defendants in California
28 and were responsible for all aspects of Defendants’ services throughout California.

1 16. At all relevant times, Plaintiff and other aggrieved employees were employed by Lin
2 R. Rogers Electrical Contractors, Inc. and/or Rogers Electric Service Corporation (collectively
3 “Defendants”). Since both companies and the named individual set the terms and conditions of
4 Plaintiff and other aggrieved employees’ work, and control how aggrieved employees are paid and
5 in what amounts, all are considered the employer of all aggrieved employees.

6 17. Further, the work policies and procedures that both companies, and the named
7 individual, disseminated uniformly applied to all aggrieved employees who worked for both
8 companies and the named individual. California courts have long recognized that the definition of
9 “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of
10 traditional employment to reach irregular working arrangements for the purpose of preventing
11 evasion and subterfuge of California’s labor laws. (*Martinez v. Combs* (2010) 49 Cal.4th 35, 65.) As
12 such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or
13 permits any person to work or exercises control over the wages, hours, or working conditions of any
14 person, may be liable for violations of the California Labor Code as to that person. (*See also* Labor
15 Code §§ 558, 558.1.)

16 18. California law also permits and recognizes the piercing of a corporate veil between
17 sister companies and under the single enterprise rule. (*Hasso v. Hapke* (2014) 227 Cal.App.4th 107,
18 155.) The single enterprise rule applies where “there are two or more personalities, there is but one
19 enterprise; and that this enterprise has been so handled that it should respond, as a whole, for the debts
20 of certain component elements of it.” (*Hasso*, 227 Cal.App.4th at 155.) At all times relevant hereto,
21 Defendants have operated as a single entity (and/or enterprise) that jointly employed Plaintiff and
22 other aggrieved employees. Defendants put themselves out to the public and to Plaintiff and other
23 aggrieved employees as one entity.

24 19. First, at all relevant times, Defendants paid Plaintiff and other aggrieved employees
25 on a weekly basis but failed and continues to fail to pay aggrieved employees not more than seven
26 (7) calendar days following the close of the payroll period in violation of Labor Code § 204(d).

27 20. Here, Defendants uniformly failed and continue to fail to timely pay Plaintiff and other
28 aggrieved employees in violation of Labor Code § 204. Plaintiff and other aggrieved employees were

1 and are routinely paid on a weekly payroll, but Defendants failed and continue to fail to pay all wages
2 within 7 calendar days of the close of the payroll period.

3 21. For instance, for the pay period 10/01/21 to 10/07/21 Defendants paid Plaintiff on
4 10/15/21, eight (8) calendar days after the close of the payroll period. This late payment of wages by
5 Defendants are consistent throughout the relevant liability period. (Attached hereto as **Exhibit “A”**
6 is a true and correct copy of Plaintiff wage statement, which demonstrates late payment of wages in
7 violation of Labor Code § 204(d)).

8 22. Labor Code § 204 “pertains to the timing of wage payments” and serves a very
9 important public policy objective. “It has long been recognized that wages are not ordinary debts, . .
10 . and that, because of the economic position of the average worker and, in particular, his dependence
11 on wages for the necessities of life for himself and his family, it is essential to the public welfare that
12 he receive his pay when it is due.” (See also *In re Trombley* (1948) 31 Cal. 2d 801, 810-11 (citing *In*
13 *re Moffett* (1937) 19 Cal.App.2d 7, 19). The penalties for violating Labor Code § 204 are set forth in
14 Labor Code section 210(a) as follows: [E]very person who fails to pay the wages of each employee
15 as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows: (1) For any initial
16 violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent
17 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
18 each employee, *plus* 25% percent of the amount unlawfully withheld.

19 23. Due to Defendants’ uniform late payment of Plaintiff and the other aggrieved
20 employees, Defendants violated the provisions of Labor Code § 204 and the applicable Wage Orders.
21 Accordingly, Plaintiff and other aggrieved employees are entitled to recover civil penalties, plus 25%
22 of the amount unlawfully withheld pursuant to Labor Code § 210(a).

23 24. Furthermore, Defendants have failed to pay all minimum and overtime wages to
24 Plaintiff and other aggrieved employees in violation of California Labor Code §§ 510, 1197.1. and
25 applicable wage orders. Plaintiff and other aggrieved employees were not being properly
26 compensated for all minimum and overtime wages due to Defendants failing to accurately record
27 and/or pay for all minutes and hours worked.

1 25. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
2 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
3 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
4 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
5 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
6 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
7 underpaid regardless of whether the initial violation is intentionally committed.

8 26. By their policy of requiring Plaintiff and other aggrieved employees to work in excess
9 of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at
10 the lawful rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
11 provisions of Labor Code § 510 and the applicable Wage Orders.

12 27. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
13 aggrieved employees are entitled to recover liquidated damages for violations of Labor Code §
14 1197.1. Based upon these same factual allegations, Plaintiff and the other aggrieved employees are
15 entitled to penalties under Labor Code §§ 1199, 2698 *et seq.*

16 28. Moreover, Plaintiff and other aggrieved employees were not properly paid at the
17 correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or forty (40)
18 hours per workweek. While Plaintiff and other aggrieved employees regularly worked overtime
19 hours, they were not compensated at one and one-half times their “regular rate of pay” because
20 Defendants failed to include all forms of compensation, including but not limited to, non-
21 discretionary bonuses and other forms of non-hourly remuneration when calculating the “regular rate
22 of pay” used in payment of overtime wages.

23 29. Under the California Labor Code (as well as the FLSA), courts have consistently held
24 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
25 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v.*
26 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
27 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.
28 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under

1 California and federal law on the grounds, that Defendant improperly calculated overtime by
2 excluding annual bonuses paid to employees from the “regular rate of compensation”].)

3 30. Labor Code § 510 requires an employer to compensate an employee who works more
4 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
5 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
6 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
7 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
8 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
9 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
10 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
11 (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek.

12 31. By their policy of requiring Plaintiff and the other aggrieved employees to work in
13 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
14 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the
15 provisions of Labor Code § 510 and the applicable Wage Orders.

16 32. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
17 aggrieved employees are entitled to recover liquidated damages for violations of Labor Code §
18 1197.1. Based upon these same factual allegations, Plaintiff and the other aggrieved employees are
19 entitled to penalties under Labor Code § 2698 *et seq.*

20 33. Moreover, Labor Code § 227.3 provides that whenever a contract of employment or
21 employer policy provides for paid vacations, and an employee is separated without having used his
22 or her vested vacation time, all vested vacation shall be paid as wages at their final rate in accordance
23 with such contract of employment or employer policy respecting eligibility or time.

24 34. Defendants maintained such a paid vacation policy, yet Defendants failed to pay all
25 vested and unused vacation time to Plaintiff and other aggrieved employees at their respective final
26 rates at their time of separation. As such, Defendants have violated Labor Code § 227.3. Accordingly,
27 Plaintiff and other aggrieved employees are entitled to civil and statutory penalties available and
28 applicable under Labor Code § 2698 *et seq.*

1 35. Furthermore, pursuant to Labor Code § § 246(a),(b), “[a]n employee who, on or after
2 July 1, 2015, works in California for the same employer for 30 or more days within a year from the
3 commencement of employment is entitled to paid sick days. . .at the rate of not less than one hour per
4 every 30 hours worked, beginning at the commencement of employment...” In addition, Labor Code
5 § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated in the same
6 manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
7 whether or not the employee actually works overtime in that workweek.” Additionally, Labor Code
8 § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total wages,
9 not including overtime premium pay, by the employee’s total hours worked in the full pay periods of
10 the prior 90 days of employment.” Finally, Labor Code §246(i) requires employers to “provide an
11 employee with written notice that sets forth the amount of paid sick leave available, or paid time off
12 leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage
13 statement described in Section 226 or in a separate writing provided on the designated pay date with
14 the employee’s payment of wages.”

15 36. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff
16 and other aggrieved employees the legally required paid sick days at the legal rate pursuant to Labor
17 Code §§ 246(a),(b). Indeed, Plaintiff’s wage statement show that he was provided “0/year” paid sick
18 days during his employment despite working more than 30 days or more. On the occasions that
19 aggrieved employees took sick time and received paid sick leave, Defendants only paid sick time at
20 the base rate of pay, rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

21 37. Based on the foregoing Labor Code violations, Plaintiff seeks all civil and statutory
22 penalties available and applicable under Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199, and
23 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

24 38. Furthermore, at all relevant times, Plaintiff and other aggrieved employees were often
25 denied timely and compliant 30-minute off-duty meal periods as mandated by California law. First,
26 as a result of Defendants’ uniform meal period policies and/or practices, Plaintiff and other aggrieved
27 employees were often unable to take uninterrupted first meal periods before the end of the fifth hour
28 of work. Further, when Plaintiff and other aggrieved employees worked in excess of 10.0 hours in a

1 shift, which was a regular occurrence, they were not always allowed and permitted to take a mandated
2 and timely second meal period before the end of the tenth hour of work in violation of the Labor Code
3 and applicable Wage Orders. In addition, Plaintiff and other aggrieved employees were not provided
4 meal period premiums for missed or non-compliant meal periods at the “regular rate of pay.”

5 39. Accordingly, due to Defendants’ uniform meal period policies/practices, Plaintiff and
6 other aggrieved employees were also regularly denied legally compliant meal periods in violation of
7 Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

8 40. Moreover, at all relevant times, Plaintiff and other aggrieved employees were also not
9 provided with all legally mandated 10-minute rest periods for every 4 hours worked or major fraction
10 thereof as mandated by California law. Instead, Defendants often only provided a single combined
11 rest period with the meal period. However, Defendants failed to provide any 10-minute rest periods
12 for every 4 hours or major fraction thereof. As a result, Plaintiff and other aggrieved employees were
13 and are routinely unable to take (10) minute duty free rest periods for every major fraction of four
14 hours worked. This includes a second rest period for shifts in excess of six hours, and a third rest
15 period for shifts in excess of 10 hours in a workday.

16 41. Since Defendants did not offer employees the opportunity to receive compliant and
17 appropriately separately compensated rest periods, “the court may not conclude employees
18 voluntarily chose to skip ... breaks.” *Alberts v. Aurora Behavioral Health Care* (2015) 241 Cal. App.
19 4th 388, 410 (“[i]f an employer fails to provide legally compliant meal or rest breaks, the court may
20 not conclude employees voluntarily chose to skip those breaks.”); accord *Brinker Rest. Corp. v. Sup.*
21 *Ct., supra*, 53 Cal.4th at 1033 (“No issue of waiver ever arises for a rest break that was required by
22 law but never authorized; if a break is not authorized, an employee has no opportunity to decline to
23 take it.”).

24 42. Each time Plaintiff and other aggrieved employees were unable to take a compliant
25 rest period, Defendants failed and continue to fail to adequately pay rest period premium payments
26 at the “regular rate of pay” as required by Labor Code § 226.7.

1 43. Accordingly, due to Defendants' uniform rest period policies/practices, Plaintiff and
2 other aggrieved employees were also regularly denied legally compliant rest breaks in violation of
3 Labor Code §§ 226.7, 512, and applicable Wage Orders.

4 44. Moreover, at all relevant times, Defendants failed to provide Plaintiff and other
5 aggrieved employees timely access to shade upon its employees' requests. Defendants failed to
6 maintain shade open to the air and failed to provide ventilation or cooling at all times while its
7 employees were present. Defendants further failed to provide sufficient shade to accommodate the
8 number of employees during a typical non-compliant rest period, so they were and are able to sit in a
9 normal posture in the shade without having to be in physical contact with each other. No shade was
10 provided near the areas where employees were and are working.

11 45. Labor Code section 226.7(a) states that, "'recovery period' means a cooldown period
12 afforded an employee to prevent heat illness." Labor Code section 226.7(b) states that, "[a]n
13 employer shall not require an employee to work during a ... recovery period mandated pursuant to
14 an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
15 Commission, the Occupational and Health Standards Board, or the Division of Occupational Safety
16 and Health." Labor Code section 226.7(c) states that "[i]f an employer fails to provide an employee
17 a ... recovery period in accordance with a state law, including, but not limited to, an applicable statute
18 or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
19 Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer
20 shall pay the employee one additional hour of pay at the employee's regular rate of compensation for
21 each work day that the ... recovery period is not provided."

22 46. California Code of Regulations, Title 8, Section 3395(d)(1) provides that, "[s]hade
23 shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature
24 in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more
25 areas with shade at all times while employees are present that are either open to the air or provided
26 with ventilation or cooling ... [t]he shade shall be located as close as practicable to the areas where
27 the employees are working."
28

1 47. Here, Defendants failed to provide aggrieved employees timely access to shade upon
2 its employees' requests. Defendants failed to maintain shade open to the air and failed to provide
3 ventilation or cooling at all times while its employees were present. Upon information and belief,
4 Defendants further failed to provide sufficient shade to accommodate the number of employees
5 during a typical non-compliant rest period, so they were and are able to sit in a normal posture in the
6 shade without having to be in physical contact with each other. No shade was provided near the areas
7 where employees were and are working. Defendants also failed to provide aggrieved employees the
8 ability to take preventative cool-down rest in the shade when they felt the need to do so in order to
9 protect themselves from overheating. In further violation, Defendants failed to monitor any of its
10 employees during high-heat temperatures, and during high-heat temperatures failed to inquire if they
11 were experiencing symptoms of heat illness (i.e. pale skin, heavy sweating, headache, muscle cramps
12 and fatigue)."

13 48. Accordingly, due to Defendants' uniform policies and/or practices, Plaintiff and other
14 aggrieved employees were also regularly denied legally compliant recovery periods in violation of
15 Labor Code §§ 226.7(a) and applicable Wage Orders.

16 49. Furthermore, at all relevant times, Defendants required Plaintiff and other aggrieved
17 employees to incur necessary business expenses associated with using their personal cell phones for
18 work related purposes and other business expenses but did not reimburse aggrieved employees for
19 these necessary expenditures. See *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th
20 1137, 1144 ["[i]f an employee is required to make work-related calls on a personal cell phone, then
21 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the
22 phone bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans
23 to accommodate work-related cell phone usage...To show liability under section 2802, an employee
24 need only show that he or she was required to use a personal cell phone to make work-related calls,
25 and he or she was not reimbursed"]. Defendants' uniform failure to reimburse Plaintiff and other
26 aggrieved employees for their on-going business expenses incurred in their discharge of their duties
27 continues through the present day. Indeed, any reimbursement is absent from Plaintiff's wage
28 statements during his employment.

50. Since Defendants failed to and continue to fail to reimburse Plaintiff and other aggrieved employees for necessary business expenses, they are in violation of Labor Code § 2802. Plaintiff seeks to recover penalties under Labor Code §§ 2802-2804 and/or 2698 *et seq.*

51. As a result of Defendants' failure to pay Plaintiff and other aggrieved employees for all hours they were subject to the control of Defendants, failure to pay all minimum wages, failure to pay all overtime at the correct regular rate including all forms of compensation, and failure to pay for all meal and rest period premiums at the "regular rate of pay" for missed/non-compliant meal/rest periods, and failed to pay sick pay at the correct regular rate including all forms of compensation, Defendants issued wage statements which failed to accurately identify the gross wages earned, the total hours worked, the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in violation of Labor Code §226(a) (1, 2, 5, and 9).

52. Labor Code § 226.3 provides that “[a]ny 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 violation 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 required in subdivision (a) of Section 226.”

53. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other aggrieved employees may also recover Labor Code § 226.3 penalties for Defendants' violations of Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and other aggrieved employees are in violation of Labor Code §§ 226 (a)(1, 2, 5, and 9). Consequently, because Defendants failed to comply with Labor Code § 226(a) and applicable Wage Orders, Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §§ 226(e).

54. Finally, because of, Defendants' failure to pay all minimum wages; all overtime wages, sick pay wages, and meal/rest period premiums at the "regular rate" for missed/non-compliant meal/rest periods; and all vested vacation time at the correct final rate, Defendants also failed and continue to fail to pay other aggrieved employees all wages owed and due at their time of separation from employment in violation of Labor Code §§ 201-203 and applicable Wage Orders.

FIRST CAUSE OF ACTION

1 **PRIVATE ATTORNEYS GENERAL ACT**

2 *(Plaintiff and Similarly Aggrieved Employees Against All Defendants)*

3 55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
4 in the preceding paragraphs.

5 56. Defendants have committed several Labor Code violations against Plaintiff and other
6 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698
7 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this representative
8 action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees,
9 and the State of California according to proof pursuant to Labor Code § 2699 (a) and (i) including,
10 but not limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per
11 employee per pay period for those violations of the Labor Code for which no civil penalty is
12 specifically provided based on the following Labor Code violations:

13 a. Failing to timely pay Plaintiff and other aggrieved employees in violation of Labor
14 Code §§ 204, 210.

15 b. Failing to Pay Plaintiff and other aggrieved employees all earned minimum wages
16 in violation of Labor Code §§ 204, 1194, 1197.1, 1198, and 1199 *et seq.*;

17 c. Failing to Pay Plaintiff and other aggrieved employees all earned overtime
18 compensation in violation of Labor Code §§ 204, 510, 1194, 1197.1, 1198, and 1199 *et seq.*;

19 d. Failing to Pay Plaintiff and other aggrieved employees all earned sick pay at the
20 correct regular rate in violation of Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199;

21 e. Failing to provide Plaintiff and other aggrieved employees with all of their
22 statutorily mandated meal periods or premium compensation in lieu thereof in violation of Labor
23 Code §§ 204, 510, 1194 and 1198;

24 f. Failing to authorize and permit Plaintiff and other aggrieved employees with all of
25 their statutorily mandated rest periods or premium compensation in lieu thereof in violation of Labor
26 Code §§ 226.7 and 516.

27 g. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate,
28 itemized wage statements in violations of Labor Code § 226 *et seq.*;

1 h. Failing to compensate Plaintiff and other aggrieved employees with all earnings at
2 their separation of employment in violation of Labor Code §§ 201-203;

3 i. Failing to adequately reimburse Plaintiff and other aggrieved employees for
4 necessary business expenditures incurred as a direct consequence and requirement of performing their
5 job duties in violation of Labor Code § 2802; and

6 j. Failing to Pay Plaintiff and other aggrieved employees all vested and unused
7 vacation time at the correct final rate at their time of separation from employment in violation of §
8 227.3.

9 57. On or about December 2, 2021, Plaintiff notified Defendant Lin Rogers Electrical
10 Contractors, Inc. via certified mail, and the California Labor and Workforce Development Agency
11 (“LWDA”) via its website of Defendants’ violations of the California Labor Code § 2698 *et. seq.*
12 with respect to violations of the California Labor Code identified in Paragraph 56.

13 58. On or about February 1, 2022, Plaintiff notified Defendant Lin Rogers Electrical
14 Contractors, Inc., via certified mail, and the California Labor and Workforce Development Agency
15 (“LWDA”) via its website of Defendants’ additional violations of the California Labor Code § 2698
16 *et. seq.* with respect to violations of the California Labor Code identified in Paragraph 56.

17 59. On or about March 15, 2022, Plaintiff notified Defendant Lin R. Rogers Electrical
18 Contractors, Inc. and Defendant Rogers Electric Service Corporation, via certified mail, and the
19 California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’
20 additional violations of the California Labor Code § 2698 *et. seq.* with respect to violations of the
21 California Labor Code identified in Paragraph 56.

22 60. Now that sixty-five days have passed from Plaintiff notifying Defendants of these
23 violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the
24 Private Attorneys General Act with respect to these violations

25 61. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and the interests of other aggrieved employees, and to assess and collect the civil
27 penalties owed by Defendants. Plaintiff has therefore incurred attorneys’ fees and costs, which he is
28 entitled to receive under California Labor Code § 2699.

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

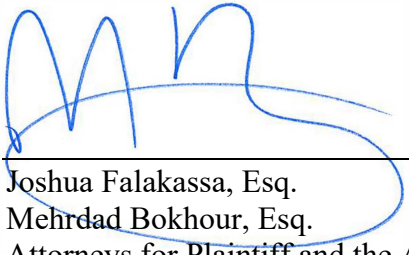
4 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved
5 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
6 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent
7 violation per employee per pay period for those violations of the Labor Code for which no civil
8 penalty is specifically provided under the Labor Code;

9 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
10 2698 *et seq.*, and Code of Civil Procedure §1021.5; and

11 3. For such other and further relief, the Court may deem just and proper.

12 Dated: September 20, 2022

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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14
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16 By: 

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Aggrieved Employees

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On September 21, 2022, I served the following document(s) described as **FIRST**
6 **AMENDED PAGA REPRESENTATIVE ACTION COMPLAINT** on the interested
7 parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as
follows:

8 Douglas A. Wickman, Esq.
9 dwickham@littler.com
10 LITTLER MENDELSON, P.C.
633 West 5th Street, 63rd Floor
Los Angeles, California 90071

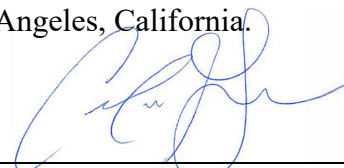
11 Rachel T. Segal, Esq.
12 rsegal@littler.com
13 LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067

14 **Counsel for defendant Lin R. Rogers**
15 **Electrical Contractors, Inc.**

16 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to
17 accept service by e-mail or electronic transmission, I caused such the document(s) described
above to be sent from my email address to the persons listed above. I did not receive, within a
reasonable time after the transmission, any electronic message or indication that the transmission
was unsuccessful.

18 I declare under penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct.

20 Executed on September 21, 2022, at Los Angeles, California.

21 
22 _____
23 Carlos Garcia
24
25
26
27
28