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

JEROME OSWALD, individually, and on  
behalf of aggrieved employees pursuant to  
the Private Attorneys General Act  
("PAGA");

Plaintiff,

v.

EVOQUA WATER TECHNOLOGIES LLC,  
a Delaware limited liability company; and  
DOES 1 through 100, inclusive;

Defendants.

Case No.: 22TRCV00412

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code §§ 226.7 and 512 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1771, 1773.1, 1774, 1194, and 1197 (Unpaid Minimum and Other Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 246 (Failure to Comply with Sick Leave Requirements);
- (9) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004); and
- (10) Violation of California Business & Professions Code § 17200, *et seq.*
- (11) Violation of Labor Code §§ 551 and 552 (One Day of Rest in Seven)

**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff Jerome Oswald (“Plaintiff”), individually, on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act (“PAGA”), who alleges as follows:

### **JURISDICTION AND VENUE**

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants transact business and/or have offices in the County of Los Angeles, and the acts and omissions alleged herein took place in the County of Los Angeles. This action is brought in part on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

### **PARTIES**

5. Plaintiff is an individual residing in the State of California, County of Los Angeles. Plaintiff was employed by Defendants within the statutory time period.

6. Defendant EVOQUA WATER TECHNOLOGIES LLC, at all times herein mentioned, was and is, upon information and belief, a Delaware limited liability company, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

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1           7.     At all relevant times, Defendant EVOQUA WATER TECHNOLOGIES LLC  
2 was the “employer” of Plaintiff within the meaning of all applicable laws and statutes.

3           8.     At all times herein relevant, Defendants EVOQUA WATER TECHNOLOGIES  
4 LLC and DOES 1 through 100, and the following temporary employment agencies to the  
5 extent they placed individuals to work at Evoqua: Spencer Ogden, Express Associates,  
6 Aerotek, Wectek, and/or Kelly Services (“Temporary Agencies”), and each of them, were the  
7 agents, partners, joint venturers, joint employers, representatives, servants, employees,  
8 successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant  
9 hereto were acting within the course and scope of their authority as such agents, partners, joint  
10 venturers, joint employers, representatives, servants, employees, successors, co-conspirators  
11 and assigns, and all acts or omissions alleged herein were duly committed with the ratification,  
12 knowledge, permission, encouragement, authorization, and consent of each defendant  
13 designated herein.

14           9.     The true names and capacities, whether corporate, associate, individual or  
15 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues  
16 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
17 information and belief alleges, that each of the Defendants designated as a DOE is legally  
18 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
19 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
20 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
21 capacities when the same have been ascertained.

22           10.    Defendants EVOQUA WATER TECHNOLOGIES LLC, Temporary Agencies,  
23 and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

24           11.    Plaintiff further alleges that Defendants directly or indirectly controlled or  
25 affected the working conditions, wages, working hours, and conditions of employment of  
26 Plaintiff and the other class members so as to make each of said Defendants employers and  
27 liable under the statutory provisions set forth herein.

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**CLASS ACTION ALLEGATIONS**

12. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees (whether hired directly or through a Temporary Agency) of Defendants who worked for Defendants within the State of California at any time during the period from March 4, 2018, through May 31, 2023.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time. However, the class is estimated to be greater than three hundred (300) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has

1 incurred, and during the pendency of this action will continue to incur,  
2 costs and attorneys' fees, that have been, are, and will be necessarily  
3 expended for the prosecution of this action for the substantial benefit of  
4 each class member.

5 d. Superiority: A class action is superior to other available methods for the  
6 fair and efficient adjudication of this litigation because individual joinder  
7 of all class members is impractical.

8 e. Public Policy Considerations: Certification of this lawsuit as a class  
9 action will advance public policy objectives. Employers of this great  
10 state violate employment and labor laws every day. Current employees  
11 are afraid to assert their rights out of fear of direct or indirect retaliation.  
12 However, class actions provide the class members who are not named in  
13 the complaint anonymity that allows for the vindication of their rights.

14 16. There are common questions of law and fact as to the class members that  
15 predominate over questions affecting only individual members. The following common  
16 questions of law or fact, among others, exist as to the members of the class:

- 17 a. Whether Defendants' failure to pay wages, without abatement or  
18 reduction, in accordance with the Labor Code, was willful;
- 19 b. Whether Defendants failed to pay their hourly-paid or non-exempt  
20 employees within the State of California for all hours worked, missed  
21 meal periods, and rest breaks in violation of the law;
- 22 c. Whether Defendants required Plaintiff and the other class members to  
23 work over eight (8) hours per day and/or over forty (40) hours per week  
24 and failed to pay the legally required overtime compensation to Plaintiff  
25 and the other class members;
- 26 d. Whether Defendants properly calculated the regular rate for Plaintiff and  
27 the other class members who worked overtime and earned incentive pay  
28 and sick leave pay;

- 1 e. Whether Defendants deprived Plaintiff and the other class members of  
2 mean and/or rest periods or required Plaintiff and the other class  
3 members to work during meal and/or rest periods without compensation;  
4 f. Whether Defendants failed to pay minimum wages to Plaintiff and the  
5 other class members for all hours worked;  
6 g. Whether Defendants failed to pay all wages due to Plaintiff and the other  
7 class members within the required time upon their discharge or  
8 resignation;  
9 h. Whether Defendants failed to timely pay all wages due to Plaintiff and  
10 the other class members during their employment;  
11 i. Whether Defendants complied with wage reporting as required by the  
12 Labor Code, including, *inter alia*, section 226;  
13 j. Whether Defendants failed to reimburse Plaintiff and the other class  
14 members for necessary business-related expenses and costs;  
15 k. Whether Defendants' conduct was willful or reckless;  
16 l. Whether Defendants engaged in unfair business practices in violation of  
17 Business & Professions Code section 17200, *et seq.*;  
18 m. The appropriate amount of damages, restitution, and/or monetary  
19 penalties resulting from Defendants' violation of the law; and  
20 n. Whether Plaintiff and the other class members are entitled to  
21 compensatory damages pursuant to the Labor Code.

22 **GENERAL ALLEGATIONS**

23 17. During the relevant time period set forth herein, Defendants employed Plaintiff  
24 and other persons as hourly-paid or non-exempt employees within the State of California.

25 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid  
26 employee during the relevant time period in the State of California, County of Los Angeles.

27 19. Defendants had the authority to hire and terminate Plaintiff and the other class  
28 members; to set work rules and conditions governing Plaintiff's and other class members'

1 employment; and to supervise their daily employment activities.

2 20. Defendants exercised sufficient authority over the terms and conditions of  
3 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and  
4 the other class members.

5 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
6 class members.

7 22. Defendants continue to employ hourly-paid or non-exempt employees within the  
8 State of California.

9 23. Plaintiff and the other class members worked over eight (8) hours in a day, and/or  
10 forty (40) hours in a week during their employment with Defendants.

11 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid  
13 or non-exempt employees within the State of California. This scheme involved, *inter alia*,  
14 failing to pay them for all hours worked, sick leave, missed meal periods, and missed rest  
15 breaks in violation of the law. During the relevant time period, Plaintiff and other aggrieved  
16 employees routinely worked in excess of 8 hours in a day and 40 hours in a week. Defendants  
17 failed to compensate Plaintiff and other class members for all hours worked and performing  
18 off-the-clock work, including pre-shift and post-shift, donning and doffing uniforms,  
19 meetings, and during meal breaks. Moreover, Plaintiff and other class members regularly  
20 worked in excess of 12 hours in a day and in excess of 8 hours on the 7th day of a workweek.  
21 Despite this, Defendants failed to pay Plaintiff and other class members double-time wages.  
22 Defendants also failed to include non-discretionary bonuses and incentives in aggrieved  
23 employees' regular rate of pay for purposes of overtime compensation. Therefore, Plaintiff  
24 and other aggrieved employees were entitled to receive certain wages for overtime  
25 compensation, but they were not paid for all overtime hours worked. Collectively, this resulted  
26 in Defendants failing to pay regular and contract wages owed.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 certain wages for overtime compensation and that Plaintiff and the other class members were  
2 not receiving wages for overtime compensation.

3 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
4 failed to provide Plaintiff and the other class members the required rest and meal periods  
5 during the relevant time period as required under the Industrial Welfare Commission Orders,  
6 and thus they are entitled to any and all applicable penalties.

7 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
8 knew or should have known that Plaintiff and the other class members were entitled to receive  
9 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's  
10 and the other class members' regular rate of pay when a meal period was missed, late, or  
11 interrupted, and that Plaintiff and the other class members did not receive all timely and proper  
12 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
13 period was missed.

14 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiff and other class members were entitled to receive all  
16 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff's  
17 and the other class members' regular rate of pay when a rest period was missed, late, or  
18 interrupted, and that Plaintiff and other class members did not receive all rest periods or  
19 payment of one additional hour of pay at their regular rate of pay when a rest period was  
20 missed, late, or interrupted. During the relevant time period, Defendants routinely required  
21 Plaintiff and other class members to work through, interrupt, cut short, and/or delay their meal  
22 and rest breaks to comply with Defendants' policies and expectations, and meet production  
23 quotas. Defendants failed to provide coverage to Plaintiff and other class members so they  
24 may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly,  
25 Defendants also failed to authorize and permit Plaintiff and other class members to take the  
26 requisite number of meal and rest breaks, including second meal breaks and third rest breaks,  
27 when working shifts exceeding 10 hours in length. Yet, Defendants failed to compensate  
28 Plaintiff and other class members all the premium wages they were owed, including failing to

1 pay premium wages at Plaintiff and other class members' regular rate of pay.

2 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
3 knew or should have known that Plaintiff and the other class members were entitled to receive  
4 at least minimum wages for compensation and that Plaintiff and the other class members were  
5 not receiving at least minimum wages for all hours worked.

6 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
7 knew or should have known that Plaintiff and the other class members were entitled to receive  
8 the wages owed to them upon discharge or resignation, including overtime and minimum  
9 wages, contract wages, and meal and rest period premiums, and that Plaintiff and the other  
10 class members did not, in fact, receive such wages owed to them at the time of their discharge  
11 or resignation.

12 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
13 knew or should have known that Plaintiff and the other class members were entitled to receive  
14 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiff and  
15 the other class members did not receive complete and accurate wage statements from  
16 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of  
17 hours worked by Plaintiff and the other class members.

18 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to  
20 reimbursement for necessary business-related expenses.

21 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
22 knew or should have known that Defendants had to keep complete and accurate payroll records  
23 for Plaintiff and the other class members in accordance with the law, but, in fact, did not keep  
24 complete and accurate payroll records for Plaintiff and the other class members.

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
26 knew or should have known that they had a duty to compensate Plaintiff and the other class  
27 members pursuant to the law, and that Defendants had the financial ability to pay such  
28 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely

1 represented to Plaintiff and the other class members that they were properly denied wages, all  
2 to increase Defendants' profits.

3 35. During the relevant time period set forth herein, Defendants failed to pay  
4 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and  
5 other class members were required to work more than eight (8) hours per day and/or forty (40)  
6 hours per week without overtime compensation.

7 36. During the relevant time period set forth herein, Defendants failed to properly  
8 calculate and pay sick leave to Plaintiff and the other class members.

9 37. During the relevant time period set forth herein, Defendants required Plaintiff  
10 and class members to work seven days in a row or more without one day's rest.

11 38. During the relevant time period set forth herein, Defendants failed to provide the  
12 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class  
13 members.

14 39. During the relevant time period set forth herein, Defendants failed to pay  
15 Plaintiff and the other class members at least minimum wages for all hours worked.

16 40. During the relevant time period set forth herein, Defendants failed to pay  
17 Plaintiff and the other class members the wages owed to them upon discharge or resignation.

18 41. During the relevant time period set forth herein, Defendants failed to provide  
19 complete or accurate wage statements to Plaintiff and the other class members.

20 42. During the relevant time period set forth herein, Defendants failed to keep  
21 complete or accurate payroll records for Plaintiff and the other class members.

22 43. During the relevant time period set forth herein, Defendants failed to properly  
23 compensate Plaintiff and the other class members pursuant to the law in order to increase  
24 Defendants' profits.

25 44. Labor Code section 218 states that nothing in Article 1 of the Labor Code shall  
26 limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him  
27 [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

4 45. Plaintiff incorporates by reference the allegations contained in Paragraphs 1  
5 through 44, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 46. Labor Code section 1198 and the applicable Industrial Welfare Commission  
8 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating  
9 them for overtime work at a rate of pay either time-and-one-half or two-times that person’s  
10 regular rate of pay, depending on the number of hours worked by the person on a daily or  
11 weekly basis.

12 47. Specifically, the applicable IWC Wage Order provides that Defendants are and  
13 were required to pay Plaintiff and the other class members employed by Defendants, who  
14 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at  
15 the rate of time-and-one-half their regular rate of pay for all hours worked in excess of eight (8)  
16 hours in a day or more than forty (40) hours in a workweek.

17 48. The applicable IWC Wage Order further provides that Defendants are and were  
18 required to pay Plaintiff and the other class members overtime compensation at a rate of two  
19 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

20 49. Labor Code section 510 codifies the right to overtime compensation at one-and-  
21 one-half times the regular rate of pay for hours worked in excess of eight (8) hours in a day or  
22 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,  
23 and overtime compensation at twice the regular rate of pay for hours worked in excess of  
24 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 50. During the relevant time period set forth herein, Plaintiff and the other class  
26 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in  
27 a week.

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51. During the relevant time period set forth herein, Defendants intentionally and willfully failed to pay overtime and double time wages owed to Plaintiff and the other class members.

52. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by the laws, violates the provisions of Labor Code sections 510 and 1198, and is, therefore, unlawful.

53. Pursuant to the Labor Code sections 558 and 1194, Plaintiff and the other class members are entitled to recover unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

## **SECOND CAUSE OF ACTION**

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

54. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 53, and each and every part thereof with the same force and effect as though fully set forth herein.

55. During the relevant time period set forth herein, the IWC Wage Order and Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and other class members' employment by Defendants.

56. During the relevant time period set forth herein, Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the IWC Wage Order.

57. During the relevant time period set forth herein, the applicable IWC Wage Order and Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

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1           58. During the relevant time period set forth herein, the applicable IWC Wage Order  
2 and Labor Code section 512(a) further provide that an employer may not require, cause, or  
3 permit an employee to work for a work period of more than ten (10) hours per day without  
4 providing the employee with a second uninterrupted meal period of not less than thirty (30)  
5 minutes, except that if the total hours worked is no more than twelve (12) hours, the second  
6 meal period may be waived by mutual consent of the employer and the employee only if the  
7 first meal period was not waived.

8           59. During the relevant time period set forth herein, Plaintiff and other class  
9 members who were scheduled to work for a period of time no longer than six (6) hours, and  
10 who did not waive their legally-mandated meal periods by mutual consent, were required to  
11 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
12 than thirty (30) minutes and/or without a rest period.

13           60. During the relevant time period set forth herein, Plaintiff and other class  
14 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
15 and who did not waive their legally-mandated meal periods by mutual consent, were required  
16 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
17 than thirty (30) minutes and/or without a rest period.

18           61. During the relevant time period set forth herein, Plaintiff and other class  
19 members who were scheduled to work for a period of time in excess of six (6) hours were  
20 required to work for periods longer than five (5) hours without an uninterrupted meal period  
21 of not less than thirty (30) minutes and/or without a rest period.

22           62. During the relevant time period set forth herein, Plaintiff and other class  
23 members who were scheduled to work for a period of time in excess of twelve (12) hours were  
24 required to work for periods longer than ten (10) hours without an uninterrupted meal period  
25 of not less than thirty (30) minutes and/or without a rest period.

26           63. During the relevant time period set forth herein, Defendants intentionally and  
27 willfully required Plaintiff and other class members to work during meal periods, and/or  
28 otherwise failed to provide full, timely, uninterrupted meal periods, and failed to compensate

1 Plaintiff and the other class members the full meal period premium for work performed during  
2 meal periods.

3 64. During the relevant time period set forth herein, Defendants failed to pay  
4 Plaintiff and other class members the full meal period premium due at the correct rate of pay  
5 pursuant to Labor Code section 226.7.

6 65. Defendants' conduct violates the applicable IWC Wage Order and Labor Code  
7 sections 226.7 and 512(a).

8 66. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b),  
9 Plaintiff and other class members are entitled to recover from Defendants one additional hour  
10 of pay at the employee's regular rate of compensation for each workday that the meal or rest  
11 period is not provided.

### 12 **THIRD CAUSE OF ACTION**

#### 13 **(Violation of California Labor Code §§ 226.7 and 512)**

#### 14 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

15 67. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
16 through 66, and each and every part thereof with the same force and effect as though fully set  
17 forth herein.

18 68. During the relevant time period set forth herein, the applicable IWC Wage Order  
19 and Labor Code sections 226.7 and 512 were applicable to Plaintiff's and other class members'  
20 employment by Defendants.

21 69. During the relevant time period set forth herein, Labor Code sections 226.7 and  
22 512 provides that no employer shall require an employee to work during any rest period  
23 mandated by an applicable order of the IWC Wage Order.

24 70. During the relevant time period set forth herein, the applicable IWC Wage Order  
25 provides that "[e]very employer shall authorize and permit all employees to take rest periods,  
26 which insofar as practicable shall be in the middle of each work period" and that the "rest  
27 period time shall be based on the total hours worked daily at the rate of ten (10) minutes net  
28 rest time per four (4) hours or major fraction thereof" unless the total daily work time is less

1 than three and one-half (3 ½) hours.

2 71. During the relevant time period set forth herein, Defendants required Plaintiff  
3 and other class members to work four (4) or more hours, or major fraction thereof, without  
4 authorizing or permitting a ten (10) minute rest period pre each four (4) hour period worked.

5 72. During the relevant time period set forth herein, Defendants willfully required  
6 Plaintiff and other class members to work during rest periods, and/or otherwise failed to  
7 provide full, timely, uninterrupted rest periods, and failed to pay Plaintiff and the other class  
8 members the full rest period premium for work performed during rest periods.

9 73. During the relevant time period set forth herein, Defendants failed to pay  
10 Plaintiff and other class members the full rest period premium due at the correct rate of pay  
11 pursuant to Labor Code sections 226.7 and 512.

12 74. Defendants' conduct violates applicable IWC Wage Orders and Labor Code  
13 sections 226.7 and 512.

14 75. Pursuant to the applicable IWC Wage Orders and Labor Code sections 226.7(b)  
15 and 512, Plaintiff and other class members are entitled to recover from Defendants one  
16 additional hour of pay at the employees' regular hourly rate of compensation for each workday  
17 that the rest period was not provided.

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 1771, 1773.1, 1774, 1194, and 1197)**

20 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

21 76. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
22 through 75 and each and every part thereof with the same force and effect as though fully set  
23 forth herein.

24 77. During the relevant time period set forth herein, Labor Code sections 1194 and  
25 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser  
26 wage than the minimum so fixed, is unlawful.

27 78. During the relevant time period set forth herein, Defendants failed to pay  
28 minimum and other wages to Plaintiff and the other class members as required for all hours

1 worked, pursuant to Labor Code sections 1194, 1771, and 1197.

2 79. Defendants' failure to pay Plaintiff and the other class members the minimum  
3 and other wages as required violates Labor Code sections 1194, 1771, 1773.1, 1774, and 1197.  
4 Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid  
5 balance of their minimum wage compensation as well as interest, costs, and attorney's fees,  
6 and liquidated damages in an amount equal to the wages unlawfully unpaid and interest  
7 thereon.

8 80. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members  
9 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid  
10 and interest thereon.

11 **FIFTH CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 201 and 202)**

13 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

14 81. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
15 through 80, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

17 82. During the relevant time period set forth herein, Labor Code sections 201 and  
18 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
19 time of discharge are due and payable immediately, and if an employee quits his or her  
20 employment, his or her wages shall become due and payable not later than seventy-two (72)  
21 hours thereafter. If the employee has given seventy-two (72) hours' notice of his or her  
22 intention to quit, the employee is entitled to his or her wages at the time of quitting.

23 83. During the relevant time period set forth herein, Defendants intentionally and  
24 willfully failed to pay Plaintiff and the other class members who are no longer employed by  
25 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving  
26 Defendants' employ.

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84. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

85. Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

86. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as provided by Labor Code section 203.

## **SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code § 226(a))**

**(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

87. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 86, and each and every part thereof with the same force and effect as though fully set forth herein.

88. During the relevant time period set forth herein, Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions

1 shall be kept on file by the employer for at least three years at the place of employment or at  
2 a central location within the State of California.

3 89. Defendants have intentionally and willfully failed to provide Plaintiff and the  
4 other class members with complete and accurate wage statements. The deficiencies include,  
5 but are not limited to, the failure to include the total number of hours worked by Plaintiff and  
6 other class members.

7 90. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and  
8 the other class members have suffered injury and damage to their statutorily protected rights.

9 91. More specifically, Plaintiff and the other class members have been injured by  
10 Defendants' intentional and willful violation of Labor Code section 226(a) because they were  
11 denied both their legal right to receive, and their protected interest in receiving, accurate and  
12 itemized wage statements pursuant to section 226(a).

13 92. Plaintiff and the other class members are entitled to recover from Defendants the  
14 greater of their actual damages caused by Defendants' failure to comply with Labor Code  
15 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

16 93. Plaintiff and the other class members are also entitled to injunctive relief to  
17 ensure compliance with this section, pursuant to Labor Code section 226(g).

18 **SEVENTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 2800 and 2802)**

20 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

21 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
22 through 93, and each and every part thereof with the same force and effect as though fully set  
23 forth herein.

24 95. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse  
25 its employee for all necessary expenditures incurred by the employee in direct consequence  
26 of the discharge of his or her job duties or in direct consequence of his or her obedience to the  
27 directions of the employer.

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96. Defendants have intentionally and willfully failed to reimburse Plaintiff and other class members for all necessary business-related expenses and costs. Plaintiff and other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

## EIGHTH CAUSE OF ACTION

**(Violation of California Labor Code § 246)**

**(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

97. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Labor Code section 246(i) adds that employers must "provide an employee with written notice that sets forth the amount of paid sick leave available ... for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

99. During the relevant time period, Defendants failed to pay Plaintiff and all the other class members sick leave that complied with Labor Code section 246(l). Defendants also failed to provide adequate notice of sick leave benefits pursuant to Labor Code section 246(i).

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2698, *et seq.*)**

3 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

4 100. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
5 through 99, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 101. PAGA expressly establishes that any provision of the Labor Code which  
8 provides for a civil penalty to be assessed and collected by the LWDA, or any of its  
9 departments, divisions, commissions, boards, agencies, or employees for a violation of the  
10 Labor Code, may be recovered through a civil action brought by an aggrieved employee on  
11 behalf of himself or herself, and other current or former employees.

12 102. On March 4, 2022, Plaintiff provided written notice to the LWDA and  
13 Defendants of the specific provisions of the Labor Code he contends were violated, and the  
14 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by  
15 reference is a copy of the written notice to the LWDA and Defendant. Plaintiff believes that  
16 on or about May 8, 2022, the sixty-five (65) day notice period expired as to all Defendants,  
17 and the LWDA did not take any action to investigate or prosecute this matter. On July 19,  
18 2023, Plaintiff provided an amended written notice to the LWDA and Defendant of the  
19 specific provisions of the Labor Code he contends were violated, and the theories supporting  
20 his contentions. Attached hereto as **Exhibit 2** and incorporated by reference is a copy of the  
21 amended written notice to the LWDA and Defendant. Plaintiff believes that on or about  
22 September 22, 2023, the sixty-five (65) day notice period will expire as to all Defendants, and  
23 the LWDA will not take any action to investigate or prosecute this matter. Therefore, Plaintiff  
24 exhausted his administrative remedies.

25 103. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved  
26 employees” as defined by Labor Code section 2699(c) in that they are all current and former  
27 hourly-paid or non-exempt employees (whether hired directly or through a Temporary  
28 Agency) of Defendants who worked for Defendants within the State of California at any time

1 during the period from March 4, 2021, through May 31, 2023, and one or more of the alleged  
2 violations was committed against them under 201, 202, 203, 204, 210, 218.5, 221, 226(a),  
3 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771,  
4 1774, 1776(a), 2800, and 2802, and the IWC Wage Orders.

5 **Failure to Pay Minimum, Contract, and Overtime Wages**

6 104. At all times relevant herein, Defendants were required to compensate their non-  
7 exempt employees minimum wages for all hours worked and overtime wages for all hours  
8 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the  
9 mandate of Labor Code sections 510, 1194, 1197, and 1198. Labor Code section 1771 provides  
10 that not less than the general prevailing rate of per diem wages for work of a similar character  
11 in the locality in which the public work is performed, and not less than the general prevailing  
12 rate of per diem wages for holiday and overtime work fixed shall be paid to all workers  
13 employed on public works. Labor Code section 1774 provides that the contractor to whom the  
14 contract is awarded, and any subcontractor under him, shall pay not less than the specified  
15 prevailing rates of wages to all workmen employed in the execution of the contract.

16 105. As a policy and practice, Defendants failed to compensate Plaintiff and the other  
17 aggrieved employees for all hours worked at the correct rate of pay, resulting in a failure to  
18 pay all minimum wages, contract, and overtime wages, where applicable. Defendants also  
19 violated Labor Code sections 1771 and 1774 by misclassifying Plaintiff and other aggrieved  
20 employees' craft and failing to pay them the total hourly rate for all hours worked, including  
21 travel time and per diem wages as set forth in Labor Code 1773.1.

22 **Failure to Provide Meal Periods and Rest Breaks**

23 106. In accordance with the mandates of Labor Code sections 226.7 and 512,  
24 Defendants were required to authorize and permit their non-exempt employees to take a 10-  
25 minute rest break for every four (4) hours worked or major fraction thereof, and were further  
26 required to provide their non-exempt employees with a 30-minute meal period for every five  
27 (5) hours worked.

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1           107. As a policy and practice, Defendants failed to provide Plaintiff and the other  
2 aggrieved employees with legally-mandated meal periods and rest breaks and failed to pay  
3 proper compensation for this failure.

4                   **Failure to Timely Pay Wages Upon Termination**

5           108. At all times relevant herein, Defendants were required to pay their employees  
6 all wages owed in a timely fashion at the end of employment pursuant to Labor Code sections  
7 201 to 204.

8           109. As a result of Defendants' Labor Code violations alleged above, Defendants  
9 failed to pay Plaintiff and the other aggrieved employees their final wages pursuant to Labor  
10 Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor Code  
11 section 203.

12                   **Failure to Provide and Maintain Accurate Itemized Wage Statements**

13           110. At all times relevant herein, Defendants were required to keep accurate records  
14 regarding their California employees pursuant to the mandate of Labor Code sections 226 and  
15 1776(a).

16           111. As a result of Defendants' various Labor Code violations, Defendants failed to  
17 keep accurate records regarding Plaintiff and the other aggrieved current and former  
18 employees. For example, Defendants failed in their affirmative obligation to keep accurate  
19 records regarding Plaintiff and the other aggrieved current and former employees' gross and  
20 net wages earned, total hours worked, all deductions, and all applicable hourly rates and the  
21 number of hours worked at each hourly rate.

22                   **Failure to Reimburse Business Expenses**

23           112. At all times relevant herein, Defendants were required to reimburse their  
24 employees for any and all necessary expenditures or losses incurred by the employees in direct  
25 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code  
26 sections 2800 and 2802.

27           113. As a policy and practice, Defendants failed to reimburse Plaintiff and aggrieved  
28 employees for all business expenses incurred and owing them within the required time period.

1                   **Failure to Provide Paid Sick Leave**

2           114. At all times relevant herein, Defendants were required to provide employees  
3 with paid sick leave of not less than one (1) hour per every thirty (30) hours worked, pursuant  
4 to Labor Code section 246.

5           115. Defendants were required to pay paid sick leave at a non-exempt employee's  
6 regular rate of pay for the workweek in which the employee uses paid sick time or at a rate  
7 calculated by dividing the employee's total wages, not including overtime premium pay, by  
8 the employee's total hours worked in the full pay periods of the prior ninety (90) days of  
9 employment, pursuant to Labor Code section 246(l).

10          116. As a policy and practice, Defendants failed to provide Plaintiff and other  
11 aggrieved employees compliant paid sick leave of one (1) hour worked per everything thirty  
12 (30) hours worked, by, for example, failing to pay paid sick leave at the proper rate of pay.

13                   **Miscellaneous**

14          117. Labor Code section 432.5 states "[n]o employer, or agent, manager,  
15 superintendent, or officer thereof, shall require any employee or applicant for employment to  
16 agree, in writing, to any term or condition which is known by such employer, or agent,  
17 manager, superintendent, or officer thereof to be prohibited by law."

18          118. As a policy and practice, Defendants required aggrieved employees to execute  
19 arbitration agreements as a condition of employment despite knowing that such agreements  
20 are prohibited under Labor Code section 432.6.

21          119. Labor Code sections 1174(d) requires an employer to keep, at a central location  
22 in the state or at the plants or establishments at which employees are employed, payroll records  
23 showing the hours worked daily by and the wages paid to, and the number of piece-rate units  
24 earned by and any applicable piece rate paid to, employees employed at the respective plants  
25 or establishments. These records shall be kept with rules established for this purpose by the  
26 commission, but in any case, shall be kept on file for not less than 3 years.

27          120. As a policy and practice, Defendants failed to keep accurate and complete  
28 payroll records showing the hours worked daily and the wages paid to Plaintiff and other

aggrieved employees.

### **Penalties**

121. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of other current and former aggrieved employees, requests and is entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but not limited to:

- a. Penalties under Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

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1 **TENTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

3 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

4 122. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
5 through 121, and each and every part thereof with the same force and effect as though fully  
6 set forth herein.

7 123. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
8 unlawful, and harmful to Plaintiff, other class members, the general public, and Defendants'  
9 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public  
10 interest within the meaning of Code of Civil Procedure section 1021.5.

11 124. Defendants' activities as alleged herein are violations of the law, and constitute  
12 unlawful business acts and practices in violation of Business & Professions Code section  
13 17200, *et seq.*

14 125. A violation of Business & Professions Code section 17200, *et seq.* may be  
15 predicated on the violation of any state or federal law. In this instant case, Defendants' policy  
16 and practice of requiring Plaintiff and the other class members work overtime hours without  
17 paying them proper compensation violate Labor Code sections 510 and 1198. Additionally,  
18 Defendants' policy and practice of requiring Plaintiff and the other class members to work  
19 through their meal and rest periods without paying them proper compensation violate Labor  
20 Code sections 226.7 and 512(a).

21 126. As a result of the herein described violations of the law, Defendants unlawfully  
22 gained an unfair advantage over other businesses.

23 127. Plaintiff and the other class members have been personally injured by  
24 Defendants' unlawful business acts and practices as alleged herein, including but not  
25 necessarily limited to the loss of money and/or property.

26 128. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff and  
27 the other class members are entitled to restitution of the wages withheld and retained by  
28 Defendants during a period that commences four years prior to the filing of this Complaint;

1 an award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other  
2 applicable laws; and an award of costs.

3 **ELEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 551 and 552)**

5 **(Against EVOQUA WATER TECHNOLOGIES LLC and DOES 1 through 100)**

6 129. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
7 through 128, and each and every part thereof with the same force and effect as though fully  
8 set forth herein.

9 130. Labor Code section 551 states, "Every person employed in any occupation of  
10 labor is entitled to one day's rest therefrom in seven." Labor Code section 552 adds, "No  
11 employer of labor shall cause his employees to work more than six days in seven."

12 131. Defendants required Plaintiff and other class members to work 7 days in a row  
13 or more without one day's rest. Defendants also required Plaintiffs and other class members  
14 to work more than 6 days in 7.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff, individually, and on behalf of other members of the general public similarly  
17 situated, requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff, individually and on behalf of all other members of the  
20 general public similarly situated, prays for relief and judgment against Defendants, jointly and  
21 severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiff be appointed as representative of the Class;
- 25 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 26 4. That Defendants provide to Class Counsel immediately the names and most  
27 current contact information (address, e-mail, and telephone numbers) of all class members.

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1 to Plaintiff and other class members;

2 18. That the Court make an award to Plaintiff and the other class members of one  
3 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
4 period was not provided;

5 19. For all actual, consequential, and incidental losses and damages, according to  
6 proof;

7 20. For premium wages pursuant to Labor Code section 226.7(b);

8 21. For pre-judgment interest on any unpaid wages from the date such amounts were  
9 due; and

10 22. For such other and further relief as the court may deem just and proper.

11 **As to the Fourth Cause of Action**

12 23. That the Court declare, adjudge, and decree that Defendants violated Labor Code  
13 sections 1194 and 1197 by willfully failing to pay minimum wages, including reporting time  
14 wages, to Plaintiff and the other class members;

15 24. For general unpaid wages and such general and special damages as may be  
16 appropriate;

17 25. For pre-judgment interest on any unpaid compensation from the date such  
18 amounts were due;

19 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Labor  
20 Code section 1194(a);

21 27. For liquidated damages pursuant to Labor Code section 1194.2; and

22 28. For such other and further relief as the court may deem just and proper.

23 **As to the Fifth Cause of Action**

24 29. That the Court declare, adjudge, and decree that Defendants violated Labor Code  
25 sections 201, 202, and 203 by willfully failing to timely pay all compensation owed at the time  
26 of termination of the employment of Plaintiff and other class members no longer employed by  
27 Defendants;

28 ///

1           30. For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3           31. For statutory wage penalties pursuant to Labor Code section 203 for the other  
4 class members who have left Defendants' employ;

5           32. For pre-judgment interest on any unpaid compensation from the date such  
6 amounts were due; and

7           33. For such other and further relief as the court may deem just and proper.

8                           **As to the Sixth Cause of Action**

9           34. That the Court declare, adjudge, and decree that Defendants violated the record  
10 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to  
11 Plaintiff and the other class members by willfully failing to provide accurate itemized wage  
12 statements thereto;

13           35. For actual, consequential, and incidental losses and damages, according to proof;

14           36. For statutory penalties pursuant to Labor Code section 226(e);

15           37. For injunctive relief to ensure compliance with this section, pursuant to Labor  
16 Code section 226(g); and

17           38. For such other and further relief as the court may deem just and proper.

18                           **As to the Seventh Cause of Action**

19           39. That the Court declare, adjudge, and decree that Defendants violated Labor Code  
20 sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members for  
21 all necessary business-related expenses;

22           40. For actual, consequential, and incidental losses and damages, according to proof;

23           41. For the imposition of civil penalties and/or statutory penalties;

24           42. For punitive damages and/or exemplary damages according to proof at trial;

25           43. For reasonable attorneys' fees and costs of suit incurred herein; and

26           44. For such other and further relief as the court may deem just and proper.

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1 **As to the Eighth Cause of Action**

2 45. That the Court declare, adjudge, and decree that Defendants violated Labor Code  
3 sections 246 by willfully failing to properly calculate and pay sick leave or provide adequate  
4 notice of sick leave benefits to Plaintiff and the other class members;

5 46. For actual, consequential, and incidental losses and damages, according to proof;

6 47. For pre-judgment interest on any unpaid compensation from the date such  
7 amounts were due; and

8 48. For such other and further relief as the court may deem just and proper.

9 **As to the Ninth Cause of Action**

10 49. That the Court declare, adjudge, and decree that Defendants violated Labor Code  
11 sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of  
12 Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5,  
13 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1774, 1776(a), 2800,  
14 and 2802, and the IWC Wage Orders;

15 50. For costs and attorneys' fees pursuant to Labor Code Sections 210, 1194, and  
16 2699, and any other applicable statute; and

17 51. For such other and further relief as the Court may deem just and proper.

18 **As to the Tenth Cause of Action**

19 52. That the Court declare, adjudge, and decree that Defendants violated Business  
20 and Professions Code sections 17200, *et seq.*, by failing to provide all meal and rest periods  
21 to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff  
22 and the other class members, and failing to pay overtime wages to Plaintiff and the other class  
23 members. For restitution of unpaid wages to Plaintiff and other class members and all pre-  
24 judgment interest from the day such amounts were due and payable;

25 53. For the appointment of a receiver to receive, manage and distribute any and all  
26 funds disgorged from Defendants and determined to have been wrongfully acquired by  
27 Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

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1           54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code  
2 of Civil Procedure section 1021.5;

3           55. For injunctive relief to ensure compliance with this section, pursuant to Business  
4 and Professions Code sections 17200, *et seq.*; and

5           56. For such other and further relief as the court may deem just and proper.

6                           **As to the Eleventh Cause of Action**

7           57. That the Court declare, adjudge, and decree that Defendants violated the record  
8 keeping provisions of Labor Code section 551 and 552 as to Plaintiff and the other class  
9 members;

10          58. For actual, consequential, and incidental losses and damages, according to proof;

11          59. For statutory penalties pursuant to Labor Code section 558;

12          60. For injunctive relief to ensure compliance with this section; and

13          61. For such other and further relief as the court may deem just and proper.

14  
15 Dated: October 12, 2023

**JUSTICE LAW CORPORATION**

16  
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18 By:   
19 Douglas Han  
20 Shunt Tatavos-Gharajeh  
21 Halina E. Szymanski  
22 *Attorneys for Plaintiff*  
23  
24  
25  
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27  
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# **EXHIBIT 1**

March 4, 2022

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: EVOQUA WATER TECHNOLOGIES LLC**

Dear Representative:

We have been retained to represent Jerome Oswald against Evoqua Water Technologies LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "EVOQUA").

Mr. Oswald is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Oswald may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Evoqua Water Technologies LLC is a Delaware limited liability company located at 210 Sixth Avenue Suite 3300, Pittsburgh, Pennsylvania 15222.

EVOQUA employed Mr. Oswald as an hourly-paid non-exempt Pipe Fitter within one year of the date of this letter (until in or around December of 2021) in the State of California. Spencer Ogden placed Mr. Oswald at Evoqua Water Technologies LLC. EVOQUA directly controlled the wages, hours and/or working conditions of Mr. Oswald and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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<sup>1</sup> Mr. Oswald does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Oswald will amend this notice when the true names and capacities are known. Mr. Oswald is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Oswald and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Oswald may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of EVOQUA within the State of California.

EVOQUA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Oswald has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at EVOQUA, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

EVOQUA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1774, 1776(a), 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Oswald and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. EVOQUA failed to compensate Mr. Oswald and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, meetings, and during meal breaks. EVOQUA also failed to include non-discretionary bonuses and incentives in aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Oswald and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Labor Code section 1771 provides that not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed shall be paid to all workers employed on public works. Labor Code section 1774 provides that the contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract. During the relevant time period, EVOQUA violated Labor Code sections 1771 and 1774 by misclassifying Mr. Oswald and other aggrieved employees' craft, failing to pay them the total hourly rate for all hours worked, including travel time and per diem wages as set forth in Labor Code 1773.1.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, EVOQUA routinely required Mr. Oswald and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with EVOQUA's policies and expectations, and meet production quotas. EVOQUA failed to provide coverage to Mr. Oswald and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, EVOQUA also failed to authorize and permit Mr. Oswald and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, EVOQUA failed to compensate Mr. Oswald and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Oswald and other aggrieved employees' regular rate of pay.

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California Labor Code section 551 states “[e]very person employed in any occupation of labor is entitled to one day’s rest therefrom in seven.” Section 552 further states “[n]o employer of labor shall cause his employees to work more than six days in seven.” EVOQUA required aggrieved employees to work seven days in a row or more without one day’s rest.

California Labor Code section 432.5 states “[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law.” EVOQUA required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

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California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, EVOQUA did not provide Mr. Oswald and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EVOQUA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Oswald and other aggrieved employees, (2) total hours worked by Mr. Oswald and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Oswald and other aggrieved employees (4) all deductions for Mr. Oswald and other aggrieved employees, (5) net wages earned by Mr. Oswald and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Oswald and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Oswald and other aggrieved employees.

Labor Code section 1776(a) requires each contractor and subcontractor keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. During the relevant time period, EVOQUA failed to keep accurate and complete payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to Mr. Oswald and other aggrieved employees in connection with the public works.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Oswald and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, EVOQUA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Oswald and other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, EVOQUA did not provide Mr. Oswald and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, meetings, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Oswald and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EVOQUA, including for purchasing tools and equipment they were required to use and wear while working, and using their personal cellular phones to communicate with management.

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We believe that Mr. Oswald and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1774, 1776(a), 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Oswald will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of EVOQUA within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', written over a horizontal line.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

C T Corporation System  
c/o Evoqua Water Technologies LLC  
330 N. Brand Blvd. Ste. 700  
Glendale, California 91203  
*Agent for Service of Process for Evoqua Water Technologies LLC*

# **EXHIBIT 2**

July 19, 2023

**BY U.S. EMAIL/ELECTRONIC SUBMISSION**

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: EVOQUA WATER TECHNOLOGIES LLC  
LWDA Case No. 871616-22**

Dear Representative:

We hereby amend our March 4, 2022 letter sent to your office in compliance with the reporting requirements of California Labor Code section 2699.3. A true and correct copy of the March 4, 2022 letter is attached to this submission as **Exhibit A** for reference. We are amending this notice to supplement the letter originally submitted based on the theories of liability raised and discussed during the settlement discussions and at mediation.

We have been retained to represent Jerome Oswald against Evoqua Water Technologies LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 and the following temporary employment agencies to the extent they placed individuals to work at Evoqua: Spencer Ogden, Express Associates, Aerotek, Wectek and/or Kelly Services ("Temporary Agencies") as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "EVOQUA").

Mr. Oswald is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Oswald may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Evoqua Water Technologies LLC is a Delaware limited liability company located at 210 Sixth Avenue Suite 3300, Pittsburgh, Pennsylvania 15222.

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<sup>1</sup> Mr. Oswald does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Oswald will amend this notice when the true names and capacities are known. Mr. Oswald is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Oswald and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

EVOQUA employed Mr. Oswald as an hourly-paid non-exempt Pipe Fitter within one year of the data of this letter (until in or around December of 2021) in the State of California. Spencer Ogden placed Mr. Oswald at Evoqua Water Technologies LLC. EVOQUA directly controlled the wages, hours and/or working conditions of Mr. Oswald and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Oswald may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly by EVOQUA or placed through a Temporary Agency at EVOQUA) within the State of California.

EVOQUA failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Oswald has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at EVOQUA, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

EVOQUA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1774, 1776(a), 2800, and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates.

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During the relevant time period, Mr. Oswald and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. EVOQUA failed to compensate Mr. Oswald and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, donning and doffing uniforms, meetings, and during meal breaks. Moreover, Mr. Oswald and other aggrieved employees regularly worked in excess of 12 hours in a day and in excess of 8 hours on the 7<sup>th</sup> day of a workweek. Despite this, EVOQUA failed to pay Mr. Oswald and other aggrieved employees double-time wages. EVOQUA also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Mr. Oswald and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Collectively, this resulted in EVOQUA failing to pay regular and contract wages owed.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees with paid sick leave that complied with California Labor Code section 246. For example, EVOQUA failed to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. Similarly, EVOQUA also failed to give notice of sick leave benefits to Mr. Oswald and other aggrieved employees.

Labor Code section 1771 provides that not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed shall be paid to all workers employed on public works. Labor Code section 1774 provides that the contractor to whom the contract is awarded, and any subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.

During the relevant time period, EVOQUA violated Labor Code sections 1771 and 1774 by misclassifying Mr. Oswald and other aggrieved employees' craft, failing to pay them the total hourly rate for all hours worked, including travel time and per diem wages as set forth in Labor Code 1773.1.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, EVOQUA routinely required Mr. Oswald and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with EVOQUA's policies and expectations, and meet production quotas. EVOQUA failed to provide coverage to Mr. Oswald and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Lastly, EVOQUA also failed to authorize and permit Mr. Oswald and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, EVOQUA failed to compensate Mr. Oswald and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Oswald and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven."

EVOQUA required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law."

EVOQUA required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced. But the wages shall not continue for more than 30 days.

During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees all wages, including for uncompensated off-the-clock work and unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks due to them within any time period specified by California Labor Code sections 201 and 203. Therefore, EVOQUA is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. California Labor Code section 204 also requires that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. In addition, California Labor Code section 204 requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, EVOQUA failed to pay Mr. Oswald and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work and unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

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During the relevant time period, EVOQUA did not provide Mr. Oswald and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from EVOQUA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Mr. Oswald and other aggrieved employees; (2) total hours worked by Mr. Oswald and other aggrieved employees; (3) the number of piece-rate units earned and any applicable piece rate by Mr. Oswald and other aggrieved employees; (4) all deductions for Mr. Oswald and other aggrieved employees; (5) net wages earned by Mr. Oswald and other aggrieved employees; (6) inclusive dates of the period for which Mr. Oswald and other aggrieved employees are paid; (7) name of the aggrieved employee and only the last four digits of his or her Social Security Number or an employee identification number other than a Social Security Number; (8) name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Oswald and other aggrieved employees.

Labor Code section 1776(a) requires each contractor and subcontractor keep accurate payroll records, showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.

During the relevant time period, EVOQUA failed to keep accurate and complete payroll records showing the name, address, Social Security Number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to Mr. Oswald and other aggrieved employees in connection with the public works.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

Mr. Oswald and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

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California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than 3 years.

During the relevant time period, EVOQUA failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Oswald and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, EVOQUA did not provide Mr. Oswald and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, meetings, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During their employment, Mr. Oswald and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by EVOQUA. This included purchasing tools and equipment Mr. Oswald and other aggrieved employees were required to use and wear while working and using their personal cellular phones to communicate with management.

We believe that Mr. Oswald and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1774, 1776(a), 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

LWDA  
July 19, 2023  
Page 8 of 8

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Oswald will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of EVOQUA within one year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

**JUSTICE LAW CORPORATION**

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

**CC: (By Certified U.S. Mail Only):**

C T Corporation System  
c/o Evoqua Water Technologies LLC  
330 N. Brand Blvd. Ste. 700  
Glendale, California 91203  
*Agent for Service of Process for EVOQUA*

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**PROOF OF SERVICE**  
**1013A(3) CCP**

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On November 27, 2023, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Oswald v. Evoqua Water Technologies LLC**  
LWDA/Court Case No.: **LWDA Case No.: CM-871616-22**  
**Court Case No.: 22TRCV00412**  
**Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California  
Labor & Workforce Development Agency  
800 Capitol Mall, MIC-55  
Sacramento, California 95814

**[X] BY ELECTRONIC SUBMISSION**

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

**[X] STATE**

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

Executed on November 27, 2023, at Pasadena, California.

  
\_\_\_\_\_  
Madison Luna