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FILED

Superior Court of California
 County of Los Angeles

05/05/2025

David W. Stryker, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

ANDREW EBIED, on behalf of others similarly
 situated and the State of California under the
 Private Attorneys General Act,

Plaintiffs,

vs.

ABNY GENERAL ENGINEERING INC., and
 DOES 1 through 50, inclusive,

Defendants.

Case No. 25STCV07342

Hon. Stuart M. Rice
Dept. 1

CLASS ACTION

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

1. Failure to Pay All Wages Owed
2. Failure to Pay All Overtime Wages
3. Meal Period Violations
4. Rest Period Violations
5. Paid Sick Leave Violations
6. Untimely Payment of Wages
7. Wage Statement Violations
8. Waiting Time Penalties
9. Failure to Reimburse Business Expenses
10. Failure to Provide Records
11. Unfair Competition
12. Unpaid Prevailing Wages
13. Civil Penalties under the Private Attorneys
 General Act (Labor Code §§ 2698 *et seq.*)

Action Filed: March 13, 2025

1 Plaintiff ANDREW EBIED, on behalf of all others similarly situated and the State of California
2 under the Private Attorneys General Act (“Plaintiff”) brings this FIRST AMENDED CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants ABNY GENERAL
4 ENGINEERING INC., and DOES 1 through 50, inclusive (collectively “Defendants”), alleging as
5 follows:

6 **INTRODUCTION**

7 1. This is a class and representative action filed for wage and hour violations of the
8 California Labor Code.

9 2. Defendants failed to compensate Plaintiff and class members for all hours suffered or
10 permitted to work in violation of the applicable IWC Wage Order.

11 3. Defendants’ underpayment of wages was facilitated by their company-wide practices
12 of failing to pay prevailing wages.

13 4. Defendants also underpaid overtime, paid sick leave, and premiums by failing to
14 properly calculate the regular rate of pay.

15 5. Defendants failed to comply with California’s paid sick leave laws by failing to provide
16 employees with written notice of the amount of paid sick leave available.

17 6. Defendants failed to provide, authorize, and/or permit Plaintiff and the class members
18 to take compliant meal and rest periods to which they were entitled. Further, Defendants failed to pay
19 all meal and rest period premiums at the regular rate of compensation.

20 7. Defendants failed to reimburse Plaintiff and class members for necessary expenses
21 incurred in furtherance of the class members’ job duties.

22 8. Defendants also failed to provide Plaintiff with her employee records upon reasonable
23 request to Defendants.

24 9. Defendants employment policies, practices, and payroll administration systems
25 enabled and facilitated these violations on a company-wide basis with respect to the class members.

26 10. Defendants are further liable for derivative claims for wage statements, untimely
27 payment, and other associated violations.

11. Plaintiff seeks to recover the underpaid damages, plus associated penalties, interests, attorney's fees and costs.

JURISDICTION & VENUE

12. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the California Constitution as the causes of action are premised upon violations of California law.

13. The monetary damages and restitution sought exceed the minimal jurisdiction limits of the Superior Court.

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

15. Venue is proper in this Court under Code of Civil Procedure sections 393(a), 395, and/or 395.5 because, upon information and belief, Defendants conducted business and committed some of the alleged violations in this County.

PARTIES

A. Plaintiff Andrew Ebied

16. Plaintiff Ebied is an individual over 18 years of age who worked for Defendants in California as a non-exempt employee from about May 2024 to December 2024. Plaintiff worked as a Superintendent.

17. The State of California, via the Labor and Workforce Development Agency (“LWDA”), is the real party in interest in this action. (*Kim v. Reins Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff files suit is always the real party in interest.”]) To the extent permitted by law, including pursuant *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal. App. 5th 533 and *Rodriguez v. Packers Sanitation Services Ltd.* (Feb. 26, 2025, D083400) __ Cal.Rptr.3d __ [2025 WL 615064], the PAGA claim is brought exclusively as a representative action and does not include arbitrable claims.

1 **B. Defendants**

2 18. Defendant Abny General Engineering Inc., is a California corporation that maintains
3 operations and conducts business throughout the State of California, including in this county.

4 19. The true names and capacities, whether individual, corporate, or otherwise, of the
5 parties sued as DOES 1 through 50, are presently unknown, unascertainable, or uncertain, and are sued
6 by such fictitious names under Code of Civil Procedure section 474. Upon information and belief,
7 each of DOES 1 through 50 constitutes a legal employer or is otherwise legally responsible in some
8 manner for the acts and omissions alleged herein. This Complaint may be amended to reflect their
9 true names and capacities once ascertained.

10 20. Upon information and belief, Defendants in this action are employers, co-employers,
11 joint employers, and/or part of an integrated employer enterprise, as each of the Defendants exercised
12 control over the wages, hours, and working conditions of the employees, suffered and permitted them
13 to work, and otherwise engaged them as employees under California law.

14 21. Upon information and belief, at least some of the Defendants have common ownership,
15 common management, interrelationship of operations, and centralized control over labor relations and
16 are therefore part of an integrated enterprise and thus jointly and severally responsible for the acts and
17 omissions alleged herein, including pursuant to Labor Code sections 558, 558.1, and 1197.1.

18 22. Upon information and belief, Defendants acted in all respects pertinent to this action as
19 an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator, partner, in an integrated
20 enterprise, or in some other capacity on behalf of all other co-defendants, such that the acts and
21 omissions of each defendant may be legally attributable to all others.

22 **CLASS ALLEGATIONS**

23 23. This action is brought individually and on behalf of the following class pursuant to
24 Code of Civil Procedure section 382:

- 25 a. All current and former non-exempt employees who worked for Defendants in
26 California at any time from four years (plus the additional 178-day statutory
27 tolling period under Emergency Rule 9) prior to the filing of this action through
28 date of class certification.

24. Plaintiff reserves the right to establish various subclass definitions as appropriate at the class certification stage, according to proof.

25. The class is ascertainable and shares a well-defined community of interest in this litigation:

- a. Numerosity: The class is estimated to exceed 50 individuals, although the precise membership of the entire class is unknown at this time. The class is so numerous that joinder of all class members is impracticable. The identities of class members are ascertainable by inspection of Defendants' employment and payroll records.
- b. Typicality: Plaintiff's claims are typical of the claims of the other class members. They were subject to the same policies and practices of Defendants, which resulted in losses to the class. Proof of common unlawful business practices, which Plaintiff experienced, will establish the right of the class to recover on the causes of action alleged herein.
- c. Adequacy: Plaintiff is an adequate class representative; will take all necessary steps to protect the class members' interests adequately and fairly; has no interest antagonistic to other class members; and is represented by attorneys who have substantial experience prosecuting, defending, resolving, and litigating wage and hour class, collective, and representative actions in California state and federal courts.
- d. Superiority: A class action is superior to other means for adjudicating this dispute. Individual joinder is impractical. Class treatment will allow for common issues to be resolved in a single forum, simultaneously, and without duplication of effort and expense.
- e. Public Policy Considerations: Certification of this lawsuit as a class action advances the State of California's strong public interest in ensuring its approximately millions of employed residents are properly paid the wages they earned for the hours they worked. Class actions provide a mechanism for

1 enforcement of labor laws and allow for vindication of employee rights by
2 unnamed class members.

3 26. Common questions of law and fact as to the class members predominate over questions
4 affecting only individual members. The common questions of law and fact exist as to whether the
5 employment policies and practices formulated by Defendants and applied to the class members
6 constitute violations of California law.

7 **GENERAL ALLEGATIONS**

8 27. Plaintiff and class members worked for Defendants as non-exempt employees and were
9 compensated on an hourly basis.

10 28. Defendants failed to pay Plaintiff and the class members at the lawful minimum wage
11 rate for all hours worked, resulting in unpaid minimum wages.

12 29. Defendants failed to pay Plaintiff and the class members prevailing wages. For
13 example, Plaintiff worked on various projects and switched positions often. Plaintiff believes and
14 alleges that he would receive lower wages for office work when he never actually worked in the office
15 because Plaintiff was an engineer. When Plaintiff's positions changed, Defendants should have (but
16 failed to) pay Plaintiff the prevailing wages, resulting in unpaid minimum wages. An illustrative
17 example is shown in the list of projects and/or positions held by Plaintiff while working for
18 Defendants. There, Plaintiff worked on various projects that provide for prevailing wages, such as the
19 'Haynes Restroom Addition' and the 'Grand Terrace Elementary School portable Classroom and
20 Toilet Building Addition'. However, Plaintiff was never paid a prevailing wage when he worked on
21 such projects.

22 30. Regarding the minimum wage claims, "because the prevailing wage law is a minimum
23 wage law mandated by statute and serves important public policy goals, section 1194 provides an
24 employee with a private statutory right to recover unpaid prevailing wages from an employer who fails
25 to pay that minimum wage." *Road Sprinkler Fitters Local Union No. 669 v. Fire Sprinklers, Inc.*
26 (2002) 102 Cal. App. 4th 765.

27 31. Defendants failed to pay Plaintiff and the class members prevailing wages at the
28 specified prevailing rates, resulting in unpaid prevailing wages.

1 32. As discussed above, Defendants failed to pay Plaintiff and the class members prevailing
2 wages when they worked on different projects. For example, Plaintiff worked on various projects that
3 entitled him to prevailing wages, such as “Roy C. Hill Canopy and Parking Lot Improvement,” among
4 others. However, when Plaintiff worked on these projects that allowed for prevailing wages,
5 Defendants failed to pay Plaintiff and, on information and belief, other class members prevailing
6 wages.

7 33. Moreover, Plaintiff alleges that when he worked on projects that provided for
8 prevailing wages, such as “Haynes Restroom Addition”, Defendants would unilaterally change his
9 projects to those that do not provide for prevailing wages, such as “office.” Plaintiff was an engineer
10 and never worked in the office. Thus, Defendants failed to pay all prevailing wages owed to Plaintiff
11 and the class members each time they worked on a project that provided for prevailing wages.

12 34. Defendants failed to pay Plaintiff and the class members overtime wages and the lawful
13 rate of pay for overtime hours worked, resulting in unpaid overtime wages.

14 35. As stated above, Defendants engaged in an unlawful policy and practice of failing to
15 pay prevailing wages. To the extent these unlawful practices resulted in unpaid hours worked over 8
16 hours in a day or 40 hours in a week, this resulted in unpaid overtime.

17 36. Defendants failed to pay overtime and double time at the “regular rate of pay.”
18 Defendants unlawfully paid overtime to Plaintiff and the class members at 1.5x their straight hourly
19 rate. For each overtime hour worked, Defendants should have (but failed to) pay overtime “at a rate
20 no less than one and one-half times the regular rate of pay for an employee” and “twice the regular
21 rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and
22 the IWC Wage Orders. An illustrative example of this violation is shown in Plaintiff’s wage statement
23 with a pay date of 11/01/2024. During this pay period, Plaintiff’s overtime payment was not at a rate
24 of 1.5x his base hourly rate. Instead, Plaintiff’s overtime rate of \$41.79 is below \$42 or 1.5x his base
25 rate of \$28.00. To the extent other class members earned overtime pay under 1.5x their base rate during
26 the statutory period, Defendants violated the Labor Code accordingly.

37. Defendants failed to comply with California's paid sick leave laws with respect to the class members. Because Defendants failed to record and pay for all hours that Plaintiff and other class members worked, Defendants failed to credit them all sick leave hours that they actually accrued.

38. Further, in direct violation of Labor Code section 246(i), Defendants failed to provide Plaintiff and the class members with "written notice of the amount of paid sick leave available ... for use on either the employee's itemized wage statement ... or in a separate writing provided on the designated pay date with the employee's payment of wages." An illustrative example of this violation is shown in Plaintiff's wage statement with a pay date of 12/20/2024. During this pay period, Plaintiff worked 14.35 regular hours and 0.267 overtime hours. However, Defendants failed to provide Plaintiff and, on information and belief, other class members with written notice of the amount of paid sick leave available on their wage statements. Instead, the sick leave balance stayed at 0.00.

39. Defendants failed to pay Plaintiff and the class members all meal period premiums at the regular rate of pay. Plaintiff and other class members routinely experienced missed, late, short, and interrupted meal periods to keep up with high demands of the job. As a matter of common policy and practice, Defendants failed to pay Plaintiff and the other class members all meal period premiums at the regular rate of compensation. Illustrative examples of Defendants' failure to pay corresponding meal period premiums for meal period violations at the regular rate of compensation are shown on Plaintiff's time records for the period of 09/02/2024 to 09/18/2024 and the corresponding wage statements with pay dates of 09/13/2024, 09/20/2024, and 09/27/2024 showing no penalties paid.

40. From September 2, 2024, to September 18, 2024, Plaintiff often worked past the 5th hour and took meal breaks under 30 minutes. However, Defendants failed to pay Plaintiff for meal premiums. Each time Plaintiff and the class members experienced a non-compliant meal period they were owed a meal period premium. As a matter of policy and practice, Defendants failed to pay all owed meal period premiums. To the extent Defendants ever paid a meal period premium, those payments were deficient due to the regular rate of pay violations that occurred with overtime pay.

41. Due to reasons explained above, such as the pressures to keep up with the high demands of the job, Plaintiff and the class members were not always authorized or permitted to take their rest periods. Defendants required Plaintiff and the other class members to effectively waive or otherwise

forego their rest periods, contrary to the law. For example, Plaintiff never received his 10 minute rest breaks because he was required to stay on duty. When Defendants did not provide compliant rest periods, Defendants failed to pay Plaintiff and other class members all rest period premiums in violation of Labor Code section 226.7.

42. Defendants required Plaintiff and the class members to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the class members unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

43. Plaintiff and the class members were required to use their personal cell phones for various work-related purposes. Specifically, Plaintiff was required to contact subcontractors and neighbors using his personal cellphone. Plaintiff was also required to use his home internet to send and respond to emails regarding engineering issues and projects. For example, if Plaintiff needed a specific file or drawing from work, he would use his personal home internet to gather such information. Defendants failed to reimburse Plaintiff and the class members for personal cell phone use and home internet.

44. Defendants failed to provide all records upon Plaintiff's request. Defendants failed to provide all records within the 30-day period requested by Plaintiff in his original correspondence under the foregoing sections 226, 432, and 1198.5 of the Labor Code. Defendants failed to provide Plaintiff's personnel file. At the time of filing this notice Plaintiff's personnel file had not been provided to Plaintiff.

45. These violations create derivative liability for failure to timely pay all wages owed each payday or upon separation of employment.

46. Defendants failed to pay all wages and premiums owed to class members during their employment as set forth in the PAGA notice, and also failed to timely pay those amounts to departing employees upon separation of employment. For example, Plaintiff's termination date was on December 12, 2024, however, he did not receive his last paycheck until December 20, 2024, rendering his final paycheck late and in violation of Labor Code Section 201.

47. Defendants failed to provide accurate itemized wage statements to the class members each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements.

48. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

49. Plaintiff and other class members cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other class members with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

50. Because of these policies and practices set forth above, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED

Violation of Labor Code §§ 200, 218, 1194, 1194.2 and 1197

(All Claims Alleged by Plaintiff and Class Members Against All Defendants)

51. All outside paragraphs of this Complaint are incorporated into this section.

52. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 200, 218, 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), which require non-exempt employees be timely paid at least the state or local minimum wage (if higher) for each hour of work, and further provide a private right of action for an employer’s failure to pay all minimum wages

(plus liquidated damages). In addition to minimum wages, Labor Code § 200 states that “wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.”

53. Defendants willfully failed in their affirmative obligation to pay Plaintiff and class members at least the lawful minimum wage for each hour worked in violation of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1 and 1198 and the IWC Wage Orders (the “Hours and Days of Work” and “Minimum Wages” sections of the applicable orders), including payment at the lawful local and county minimum wage ordinances in effect. As a result, Defendants are liable for all associated damages, including liquidated damages for the minimum wage violations pursuant to Labor Code § 1194.2.

54. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of minimum, regular and overtime wages in amounts to be determined at trial. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid (and interest thereon), in addition to interest, attorneys’ fees, and costs to the extent permitted by law, including under Labor Code sections 1194 and 1194.2, 218.6 and any other applicable statutes.

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

Violation of Labor Code §§ 510 and 1194

55. All outside paragraphs of this Complaint are incorporated into this section.

56. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 510, 558, 1194, and 1198, which require non-exempt employees be timely paid overtime wages all overtime hours worked, and which further provide a private right of action for an employer’s failure to pay all overtime compensation for overtime hours worked.

57. Defendants failed in their affirmative obligation to pay Plaintiff and class members no less than one and one-half times their respective “regular rate of pay” for all hours worked in excess of eight hours in one day, 40 hours in one week, or the first eight hours worked on the seventh day of

work in any one workweek, and no less than twice their respective “regular rate of pay” for all hours over 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek for such hours worked, in violation of Labor Code sections 204, 510, 558, 1194, and 1198 and the IWC Wage Orders (the “Hours and Days of Work” sections of the applicable orders).

58. Plaintiff and class members are entitled to recover the full amount of the unpaid overtime, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to the extent permitted by law.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 512

59. All outside paragraphs of this Complaint are incorporated into this section.

60. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private right of action for an employer’s failure to lawfully provide all meal periods and/or pay meal period premiums at the lawful regular rate of compensation.

61. Defendants willfully failed in their affirmative obligation to consistently provide Plaintiff and class members compliant, duty-free meal periods of not less than 30 minutes beginning before the fifth hour of hour for each work period of more than five hours per day and a second duty-free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

62. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable orders).

63. Plaintiff and class members are entitled to recover the full amount of the meal period premiums owed, in addition to interest, statutory and civil penalties, and attorneys' fees, and costs to the extent permitted by law.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

Violation of Labor Code §§ 226.7 and 516

64. All outside paragraphs of this Complaint are incorporated into this section.

65. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private right of action for an employer's failure to lawfully provide all rest periods and/or pay rest period premiums at the lawful regular rate of compensation.

66. Defendants willfully failed in their affirmative obligation to consistently authorize and permit Plaintiff and class members to receive compliant, duty-free rest periods of not less than ten (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the "Rest Periods" sections of the applicable orders).

67. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and class members one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 516, 558, and 1198 and the IWC Wage Orders.

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL PAID SICK LEAVE WAGES

Violation of Labor Code §§ 200, 218, 246 *et seq.*

68. All outside paragraphs of this Complaint are incorporated into this section.

69. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and a paid sick leave subclass in violation of Labor Code section 246 *et seq.* Paid sick leave earnings constitute wages for purposes of California wage and hour law.

(*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 [“Courts have recognized that ‘wages’ also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay”].)

70. Labor Code section 246(l), in conjunction with Labor Code section 248 *et seq.*, 248.1, 248.2, and 248.6, in addition to the applicable County sick pay ordinances in locales worked by class members, govern how Defendants were required to calculate paid sick leave.

71. Defendants failed to pay Plaintiff and class members their paid sick leave wages at one of the lawful rates set forth in the statute or ordinance because Defendants failed to include in their sick leave calculation the additional remuneration received by Plaintiff and class members (i.e., at the regular rate of pay and/or calculated based on total wages earned).

72. Furthermore, to the extent the paid sick leave paid constitutes Covid-related paid sick leave, Defendants knowingly and intentionally failed in their affirmative obligation to pay Covid-19 Supplemental Sick Leave wages to class members at the correct accrual rate or hourly pay rate in violation of Labor Code sections 246, 248.1, 248.2, and 248 *et seq.*

73. As a result, Defendants violated the Labor Code and are liable to Plaintiff and class members for underpaid sick leave wages, in addition to interest, attorneys’ fees, and costs.

SIXTH CAUSE OF ACTION

UNTIMELY PAYMENT OF WAGES

Violation of Labor Code §§ 204, 210, 218

74. All outside paragraphs of this Complaint are incorporated into this section.

75. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 204, 204b, and 210 which require non-exempt employees be timely paid all wages owed each pay period, and which further provide a private right of action for an employer’s failure to comply with this obligation. Labor Code § 218 authorizes individuals to sue directly for wages and penalties due under these sections, including Labor Code § 210(c)’s statutory late payment penalties.

76. Defendants willfully failed in their affirmative obligation to timely pay all wages, including paid sick leave and meal and rest premiums, earned by Plaintiff and class members twice during each calendar month on days designated in advance by the employer as regular paydays (for

employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for weekly employees, if any, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

77. Plaintiff and class members are entitled to recover the full amount of the unpaid wages, in addition to a statutory penalty in the amount of \$100 for the initial violation for each failure to pay each employee and \$200 for all subsequent violations and for all willful or intentional violations for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld under provided in Labor Code § 210, in addition to interest, attorneys’ fees, and costs to the extent permitted by law.

SEVENTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

Violation of Labor Code § 226

78. All outside paragraphs of this Complaint are incorporated into this section.

79. This cause of action is brought by a wage statement subclass pursuant to Labor Code § 226(a) which requires non-exempt employees be provided accurate itemized wage statements each pay period, and which further provide a private right of action for an employer’s failure to comply with this obligation.

80. Defendants knowingly and intentionally failed in their affirmative obligation to provide accurate itemized wage statements to Plaintiff and class members resulting in injury to Plaintiff and class members. Specifically, the wage statements issued to Plaintiff and class members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

81. Defendants’ unlawful acts and omissions deprived Plaintiff and class members of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

82. As a result, Plaintiff and class members are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys’ fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

1 **EIGHTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **Violation of Labor Code §§ 201 *et seq.***

4 83. All outside paragraphs of this Complaint are incorporated into this section.

5 84. This cause of action is brought by a waiting time subclass pursuant to Labor Code
6 §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of
7 employment, and which further provide a private right of action to recover statutory waiting time
8 penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days
9 wages.

10 85. Defendants willfully failed and continue to fail in their affirmative obligation to pay all
11 wages earned and unpaid to Plaintiff and class members immediately upon termination of employment
12 or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his
13 or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor
14 Code sections 201 through 203 and the IWC Wage Orders.

15 86. Plaintiff and class members are entitled to recover a waiting time penalty for a period
16 of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

17 **NINTH CAUSE OF ACTION**

18 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

19 **Violation of Labor Code § 2802**

20 87. All outside paragraphs of this Complaint are incorporated into this section.

21 88. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and a
22 reimbursement subclass for all necessary expenditures, losses, expenses, and costs incurred by them
23 in direct discharge of the duties of their employment, in violation of Labor Code section 2802.

24 89. Defendants' unlawful acts and omissions deprived Plaintiff and class members of
25 lawful reimbursements for business expenses in amounts to be determined at trial. Plaintiff and class
26 members are entitled to recover the amount unreimbursed expenses of Plaintiff and class members in
27 addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor
28 Code section 2802.

1 **TENTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE RECORDS**

3 **Violation of Labor Code §§ 226, 432, and 1198.5**

4 90. All outside paragraphs of this Complaint are incorporated into this section.

5 91. Plaintiff brings this cause of action exclusively *in an individual capacity*.

6 92. Labor Code section 432 states that [i]f an employee. . . signs any instrument relating to
7 the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

8 93. Labor Code section 226(b) grants employees the right to inspect or receive “a copy of
9 records pertaining to their employment.” Labor Code section 226(f) authorizes a penalty of \$750 for
10 an employer’s failure to comply with a request for records made under section 226.

11 94. Labor Code section 1198.5 requires employers to provide an employee’s “personnel
12 records” within 30 days of receipt of the request. Section 1198.5(k) authorizes a penalty of \$750 for
13 an employer’s failure to provide a copy of or permit inspection of personnel records. Section 1198.5(l)
14 allows an employee to seek injunctive relief to obtain an employer’s compliance with this section and
15 authorizes the recovery of attorneys’ fees and costs.

16 95. Section 7 (Records) of the IWC Wage Orders, which may be enforced through Labor
17 Code section 1198, requires that employers maintain time records of when an employee begins and
18 ends each work period and when the employee takes meal periods, among other required employment
19 and payroll records. Section 7(C) states that “[a]n employee’s records shall be made available for
20 inspection by the employee upon reasonable request.”

21 96. Plaintiff requested from Defendants all records due under the IWC Wage Orders
22 (including the Records sections) and Labor Code sections 226, 432, and 1198.5. Defendants failed to
23 produce copies of Plaintiff’s personnel file for his time spent working for Defendants. Defendants
24 failed to afford Plaintiff, and on information and belief, other employees the opportunity to inspect the
25 records pertaining to their employment.

26 97. Defendants’ unlawful acts and omissions deprived Plaintiff of the ability review the
27 documents they received during their employment and to inspect and reconcile their actual time
28 worked with the ultimate pay they received on their wage statements. Plaintiff is entitled to recover

the penalties and injunctive relief, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure section 1021.5, and Labor Code sections 226 and 1198.5.

ELEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Violation of Business and Professions Code §§ 17200 *et seq.*

98. All outside paragraphs of this Complaint are incorporated into this section.

99. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in the State of California in violation of California Business and Professions Code § 17200 by committing the foregoing wage and hour violations alleged throughout this Complaint.

100. Defendants' dependence on these unfair and/or unlawful business practices deprived Plaintiff and continue to deprive other class members of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to Defendants over competitors who have been and/or are currently employing workers in compliance with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and Professions Code section 17200 *et seq.*

101. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

102. Plaintiff does not have an adequate remedy at law for past or future violations, to the extent the statute of limitations on each of the alleged causes of action do not extend to the four year limitation provided under the UCL or to the extent the underlying Labor Code and IWC Wage Order violations do not provide a private right of action.

103. Plaintiff and class members are entitled to injunctive relief against Defendants, restitution, and other equitable relief to return all funds over which Plaintiff and class members have an ownership interest and to prevent future damage and the public interest under Business and Professions Code § 17200 *et seq.* Plaintiff and class members are further entitled to recover interest,

attorneys' fees, and costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

TWELFTH CAUSE OF ACTION

UNPAID PREVAILING WAGES

Violation of Labor Code Violation of Labor Code §§ 1771, 1774, 1776, 1810-1815; IWC Wage Orders

104. All outside paragraphs of this Complaint are incorporated into this section.

105. This cause of action is brought pursuant to the IWC Wage Orders and Labor Code §§ 1771, 1774, 1776, 1194, 1810-1815, 1194 and the IWC Wage Orders (the "Hours and Days of Work" and "Minimum Wages" sections of the applicable orders), which requires payment to non-exempt employees of "not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, [] paid to all workers employed on public works."

106. At all times mentioned herein, Defendants were subject to the prevailing wage laws of the State of California pursuant to Labor Code §§ 1771 *et seq.*, regarding work undertaken on public construction projects, including but not limited to Defendants' work on the PROJECTS. Pursuant to Labor Code § 1774, Defendants had a duty to pay their employees on such projects, including Plaintiff's, 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.

107. California's "prevailing wages is a minimum wage, and therefore the workers may assert their express rights to recover their unpaid prevailing wages under the minimum wage provisions of section 1194. (*Kirby v. Immoos Fire Prot., Inc.* (2012) 53 Cal.4th 1244, 1252; *Road Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.* (2002) 102 Cal.App4th 765,770.)

108. Plaintiff is informed and believes and based thereon contends that the per diem wages and prevailing wages required to be paid pursuant to Labor Code §§ 1194, 1771 and 1774 are set forth in annual and semi-annual bulletins published by the California Department of Industrial Relations.

109. Plaintiff is informed and believes and based thereon alleges that Plaintiff was paid less than the minimum required general prevailing rate of per diem wages for work and less than the

1 minimum required general prevailing rate of per diem wages for holiday and overtime work for their
2 work on the PROJECTS as required by Labor Code §§ 1194, 1771, and 1774.

3 110. Plaintiff is informed and believes and based thereon alleges that said Defendants
4 violated Labor Code §§ 1194, 1771, and 1774, specifically by failing and refusing to comply with the
5 statutory duty to pay Plaintiff prevailing wages as required by the subject contracts and by statute, or
6 ensure that Plaintiff was paid prevailing wages as required by the subject contracts and by statute.

7 111. Plaintiff is informed and believes and based thereupon alleges that at various times
8 Defendants did not fully compensate Plaintiff for his labor pursuant to the prevailing wage laws of
9 California by, for example, unilaterally changing projects completed to those that do not provide for
10 prevailing wages, among other reasons.

11 112. As a result of Defendants' violation of statutory duties, as more fully set forth above,
12 Plaintiff earned but was not paid wages in an amount above the jurisdictional limits of this court.

13 113. Plaintiff requests waiting time penalties to which they are entitled pursuant to Labor
14 Code § 203.

15 114. Plaintiff has incurred, and will continue to incur, attorney's fees in the prosecution of
16 this action and therefore demands such reasonable attorney's fees and costs as set by the court.

17 **THIRTEENTH CAUSE OF ACTION**

18 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

19 **Violation of Labor Code §§ 2698 *et seq.***

20 **(By Plaintiff on Behalf of the State and the Aggrieved Employees Against All Defendants)**

21 115. All outside paragraphs of this Complaint are incorporated into this section.

22 116. Plaintiff brings this cause of action as a proxy for the State of California on behalf of
23 the following "aggrieved employees" pursuant to the Private Attorneys General Act ("PAGA"),
24 codified as Labor Code section 2698 *et seq.*:

- 25 a. All current and former non-exempt employees who worked for Defendants in
26 California at any time from one year prior to the postmark date of the initial
27 PAGA notice through date of trial.

1 117. Plaintiff reserves the right to amend, supplement, or add to this description of the
2 aggrieved employees, according to proof.

3 118. The State of California, via the Labor and Workforce Development Agency
4 (“LWDA”), is the real party in interest in this action with respect to this cause of action. (*Kim v. Reins*
5 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
6 files suit is always the real party in interest.”])

7 119. Labor Code section 2699(a) provides: “Notwithstanding any other provision of law,,
8 any provision of this code that provides for a civil penalty to be assessed and collected by the Labor
9 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
10 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of the employee and other current or former
12 employees against whom a violation of the same provision was committed pursuant to the procedures
13 specified in Section 2699.3. “

14 120. Any allegations regarding violations of the IWC Wage Orders are enforceable as
15 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
16 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

17 121. Labor Code section 2699.3 sets forth the procedure for commencing an action for civil
18 penalties under the PAGA.

19 122. On or about **February 28, 2025**, Plaintiff paid the requisite PAGA filing fee and
20 provided written notice (by online electronic filing with the LWDA and by certified mail to
21 Defendants) of Defendants’ alleged Labor Code violations, including the facts and theories to support
22 the alleged violations.

23 123. A true and correct copy of Plaintiff’s written PAGA notice, entitled “Notice of Labor
24 Code Violations” is attached hereto as Exhibit 1 and incorporated by reference as though fully set
25 forth herein (the “PAGA notice”).

26 124. To date, neither Plaintiff nor Plaintiff’s counsel has received a response to Plaintiff’s
27 written PAGA notice from the LWDA.
28

1 125. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, neither
2 Plaintiff nor Plaintiff's counsel has received written notice by certified mail from any defendant
3 providing a description of any actions taken to cure the alleged violations.

4 126. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
5 violations, without notice of cure from Defendants or notice from the LWDA of its intent to investigate
6 the alleged allegations and issue the appropriate citations to Defendants, Plaintiff exhausted all
7 prerequisites and commenced this civil action under Labor Code section 2699 *et seq.*

8 127. As set forth in the PAGA notice attached as Exhibit 1 and incorporated into this
9 Complaint, Defendants committed the following violations and are liable for all corresponding civil
10 penalties:

- 11 a. ***Unpaid Hours Worked/Minimum Wage.*** Violation of Labor Code §§ 1194,
12 1197, 1198; IWC Wage Orders.
- 13 b. ***Unpaid Prevailing Wages.*** Violation of Labor Code §§ 1771, 1774, 1776,
14 1810-1815; IWC Wage Orders.
- 15 c. ***Unpaid Overtime.*** Violation of Labor Code §§ 510, 1194, 1198; IWC Wage
16 Orders.
- 17 d. ***Unpaid Paid Sick Leave.*** Violation of Labor Code §§ 246 through 248.7.
- 18 e. ***Unpaid Meal Period Premium Wages.*** Violation of Labor Code §§ 226.7, 512,
19 1198; IWC Wage Orders.
- 20 f. ***Unpaid Rest Period Premium Wages.*** Violation of Labor Code §§ 226.7, 516,
21 1198; IWC Wage Orders.
- 22 g. ***Untimely Payment of Wages During Employment.*** Violation of Labor Code
23 §§ 204, 204b, 210.
- 24 h. ***Untimely Payment of Wages Upon Separation of Employment.*** Violation of
25 Labor Code §§ 201, 202, 203, 256.
- 26 i. ***Non-Compliant Wage Statements.*** Violation of Labor Code §§ 226, 226.3.
- 27 j. ***Unreimbursed Employee Expenses.*** Violation of Labor Code §§ 2802, 2804.

k. ***Failure to Provide Employee Records.*** Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders.

l. ***Failure to Maintain Accurate Records.*** Violation of Labor Code § 1174; IWC Wage Orders.

128. Plaintiff seeks to collect all recoverable civil penalties for the Labor Code violations alleged in this Complaint and the PAGA notice (including amendments thereto) against Defendants pursuant to Labor Code section 2699(a) and (f), in addition to attorneys' fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(k).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the class representative;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For division of class members into appropriate classes and/or subclasses according to proof;
- e. For recovery of all statutory penalties and liquidated damages;
- f. For disgorgement of all amounts wrongfully obtained to the extent permitted by law;
- g. For restitution and injunctive relief;
- h. For attorneys' fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, 2802 and Code of Civil Procedure § 1021.5.;
- i. For recovery of damages in amount according to proof;
- j. For all recoverable pre- and post-judgment interest;
- k. For this action to be maintained as a representative action under the PAGA;
- l. For Plaintiff and counsel of record to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- m. For recovery of all civil penalties and other recoverable amounts under the PAGA;

- 1 n. For reasonable attorneys' fees and costs of suit, including expert fees, to the extent
2 permitted by law, associated with the PAGA claims pursuant to Labor Code § 2699,
3 and Code of Civil Procedure section 1021.5 and any other applicable sections; and
4 o. For such other relief the Court deems just and proper.

5
6 Dated: May 5, 2025

Ferraro Vega Employment Lawyers, Inc.

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8 Nicholas J. Ferraro

9 Xavier L. Woodford

10 Attorneys for Plaintiff Andrew Ebied
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EXHIBIT 1

Notice of Labor Code Violations

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

February 28, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Abny General Engineering Inc.
1302 Indian Springs Drive
Glendora, California 91741

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and
Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **ANDREW EBIED** (“Plaintiff(s)”) and all other “aggrieved employees” of the following “Defendant(s)”:

ABNY GENERAL ENGINEERING INC.

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act (“PAGA”). “PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to

correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the position of Superintendent from about May 2024 to December 12, 2024. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The “aggrieved employees” include Plaintiff and the following individuals:

All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the “aggrieved employees” and the “PAGA Period”).

Plaintiff reserves the right to expand or narrow the definition of the “aggrieved employees” in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants’ violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the “Hours and Days of Work” and “Minimum Wages” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates that “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The “Minimum Wages” sections of the applicable IWC Wage Order provide that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.” The foregoing California wage laws require payment of “not less than the applicable minimum wage *for all hours worked* in the payroll period” and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Defendants failed to pay Plaintiff prevailing wages. For example, Plaintiff worked on various projects and switched positions often. Plaintiff believes and alleges that he would receive lower wages for office work when he never worked in the office because Plaintiff was an engineer. When Plaintiff's positions changed Defendants should have (but failed to) pay Plaintiff the prevailing wages resulting in unpaid minimum wages. Below is a list of positions held by Plaintiff while working for Defendants.

De Anza Middle School Relocatable Classroom
Building (Prevailing)

Grand Terrace Elementary School Portable
Classroom and Toilet Building Addition
(Prevailing)

HARVEST VALLEY E. S. (Prevailing)

Haynes Restroom Addition (Prevailing)

ISS Building Renovation (Prevailing)

La Canada HS Guardrail (Prevailing)

Montebello

Regarding the minimum wage claims, “because the prevailing wage law is a minimum wage law mandated by statute and serves important public policy goals, section 1194 provides an employee with a private statutory right to recover unpaid prevailing wages from an employer who fails to pay that minimum wage.” *Road Sprinkler Fitters Local Union No. 669 v. Fire Sprinklers, Inc.* (2002) 102 Cal. App. 4th 765.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Prevailing Wages
Violation of Labor Code §§ 1771, 1774, 1776, 1810-1815; IWC Wage Orders

Defendants violated Labor Code sections 1771, 1774, 1776, and 1810-1815, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1771 requires payment “not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, [] paid to all workers employed on public works.” Labor Code section 1774 further mandates Defendants to “pay not less than the specified prevailing rates of wages to all workmen employed in the execution of the contract.” Moreover, Labor Code sections 1810, 1811, 1812, 1813, 1814, 1815 govern the working hours applicable to public works projects like the ones Plaintiff and other aggrieved employees worked on. For those projects, employees were prohibited from working overtime at all, unless they were paid “at not less than 1 ½ times the basic rate of pay” for hours in excess of 40 in a workweek or 8 in a workday as provided in Labor Code section 1815. The basic rate is defined as set forth in 1773.9 and published on by the Director of Industrial Relations in connection with wage determinations: <https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>.

Defendants failed to pay Plaintiff and the aggrieved employees prevailing wages at the specified prevailing rates, resulting in unpaid prevailing wages. As discussed above, Defendants failed to pay Plaintiff and the aggrieved employees prevailing wages when they worked on different projects. For example, Plaintiff worked on various projects that entitle him to prevailing wages such as “Roy C. Hill Canopy and Parking Lot Improvement,” among others. However, when Plaintiff worked on these projects that allowed for prevailing wages, Defendants failed to pay Plaintiff and, on information and belief, other aggrieved employees prevailing wages. Moreover, Plaintiff alleges that when he worked on projects that provided for prevailing wages such as “Haynes Restroom Addition”, Defendants would unilaterally change his projects to those that do not provide for prevailing wages, such as “office.” Plaintiff was an engineer and never worked in the office. Thus, Defendants failed to pay all prevailing wages owed to Plaintiff and the aggrieved employees each time they worked on a project that provided for prevailing wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the “Hours and Days of Work” sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.” Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the “Hours and Days of Work” sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages. As stated above, Defendants engaged in an unlawful policy and practice of failing to pay prevailing wages. To the extent these unlawful practices resulted in unpaid hours worked over 8 hours in a day or 40 hours in a week, this resulted in unpaid overtime.

Defendants failed to pay overtime and double time at the “regular rate of pay.” Defendants unlawfully paid overtime to Plaintiff and the aggrieved employees at 1.5x their straight hourly rate. For each overtime hour worked, Defendants should have (but failed to) pay overtime “at a rate no less than one and one-half times the regular rate of pay for an employee” and “twice the regular rate of pay” for double time hours as required by the plain language of Labor Code section 510(a) and the IWC Wage Orders.

An illustrative example of Defendants’ regular rate of pay violation as it pertains to overtime is shown below:

Abny General Engineering Inc
(626) 586-2020
950 Cloverview Dr
Glendora, CA 91741



Payment Date

11-01-2024

Check Number

Direct Deposit

Payment Amount

\$407.19

PAY: *** VOID-NON NEGOTIABLE-VOID *** \$407.19

Pay to the order of: **ANDREW EBIED**

STATEMENT OF EARNINGS FOR ANDREW EBIED

Employee ID	Payment Date	Period Start	Period End	Check Number	FIT/SIT				
226	11/01/2024	10/21/2024	10/27/2024	Direct Deposit	Fed:S-0 CA:S-0				
Earnings		Hours Rate	Amount	YTD	Taxes	Amount	YTD		
Regular Pay		16.00	28.00	448.00	17,927.48	Fed. Income Tax	19.310	1,731.91	
Overtime Pay		0.617	41.79	25.91	2,720.05	Soc. Sec. Employee	29.38	1,284.600	
DoubleTime Hours		0.00	0.00	0.00	71.850	CA Disability Employee	5.21	227.91	
Expense Reimb - NoTax		0.00	0.00	0.00	931.89	CA State Income Tax	5.95	667.41	
Mileage Reimbursement		0.00	0.00	0.00	304.850	Medicare Employee	6.87	300.43	
Totals		16.617		473.91	21,956.119	Totals	66.72	4,212.26	
Deductions		Amount		YTD	Employer Contributions		Base	Amount	YTD
Totals		0.00		0.00	Totals			0.00	
Net Pays		Amount		YTD					
Checking #1		407.19		16,490.27					
Printed Check		0.00		1,253.590					
Items marked with an * do not affect net pay									

Items marked with an * do not affect net pay

BENEFITS FOR ANDREW EBIED

Benefit	Tier	Balance	\$ Used	Used
Sick		0.00	0.00	0.00

2003-2025 eBacon, LLC

Extract from Plaintiff's Wage Statement with a Pay Date of 11/01/2024

During this pay period, Plaintiff's overtime payment was not at a rate of 1.5x his base rate. Instead, Plaintiff's overtime rate of \$41.79 is below \$42 or 1.5x his base rate of \$28.00. To the extent other aggrieved employees earned overtime pay under 1.5x their base rate during the statutory period, Defendants violated the Labor Code accordingly.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.7

Defendants violated Labor Code sections 246 through 248.7 with respect to the aggrieved employees.

Labor Code section 246 requires employers to provide paid sick leave to its workforce on the terms set forth in the statute. Employers must comply with the accrual, use, and notice provisions of Labor Code sections 246, 246.5, 247, and must further ensure that they maintain the paid sick leave records required by Labor Code section 247.5. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid

sick leave each pay period. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one hour for every thirty hours worked in a given pay period as set forth in Labor Code section 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment.

Employers must pay sick leave in accordance with one of the three permissible methods provided in Labor Code section 246(l): (1) “the same manner as the regular rate of pay for the workweek;” (2) “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;” or (3) “for exempt employee ... in the same manner as the employer calculates wages for other forms of paid leave time.” Labor Code sections 248.6 and 248.7 similarly require paid sick leave to be paid at a regular rate-based calculation in excess of the base hourly rate and at the lawful accrual rate.

Under Labor Code section 246(i), employers must provide employees “with written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.”

Defendants failed to comply with California’s paid sick leave laws with respect to the aggrieved employees. Because Defendants failed to record and pay for all hours that Plaintiff and other aggrieved employees worked, Defendants failed to credit them all sick leave hours that they actually accrued.

Further, in direct violation of Labor Code section 246(i), Defendants failed to provide Plaintiff and the aggrieved employees with “*written notice of the amount of paid sick leave available ... for use on either the employee’s itemized wage statement ... or in a separate writing provided on the designated pay date with the employee’s payment of wages.*” An illustrative example of Defendants’ sick pay violation as it pertains to accrual is shown below:

Abny General Engineering Inc
(626) 586-2020
950 Cloverview Dr
Glendora, CA 91741

eBacon

Payment Date
12-20-2024

Check Number
Direct Deposit

Payment Amount
\$359.04

PAY: * VOID-NON NEGOTIABLE-VOID *** \$359.04**

Pay to the order of: **ANDREW EBIED**

STATEMENT OF EARNINGS FOR ANDREW EBIED

Employee ID	Payment Date	Period Start	Period End	Check Number	FIT/SIT
226	12/20/2024	12/09/2024	12/15/2024	Direct Deposit	Fed:S-0 CA:S-0
Earnings		Hours Rate Amount	YTD Taxes	Amount	YTD
Regular Pay	14.35	28.00	401.80	21,017.28	Fed. Income Tax 13.22 1,864.07
Overtime Pay	0.267	41.52	11.21	2,917.48	Soc. Sec. Employee 25.61 1,488.41
DoubleTime Hours	0.00	0.00	0.00	71.850	CA Disability Employee 4.54 264.07
Expense Reimb - NoTax	0.00	0.00	0.00	1,354.16	CA State Income Tax 4.610 708.43
Mileage Reimbursement	0.00	0.00	0.00	319.590	Medicare Employee 5.99 348.10
Totals	14.617	413.01	25,680.359	Totals	53.97 4,673.08
Deductions		Amount	YTD	Employer Contributions	Base Amount YTD
Totals	0.00	0.00	0.00	Totals	0.00
Net Pays		Amount	YTD		
Checking #1		359.04	19,753.690		
Printed Check		0.00	1,253.590		

Items marked with an * do not affect net pay

BENEFITS FOR ANDREW EBIED

Benefit	Tier	Balance	\$ Used	Used
Sick		0.00	0.00	0.00

2003-2025 eBacon, LLC

Extract from Plaintiff's Wage Statement with a Pay Date of 12/20/2024

During this pay period Plaintiff worked 14.35 regular hours and 0.267 overtime hours. However, Defendants failed to provide Plaintiff and, on information and belief, other aggrieved employees with written notice of the amount of paid sick leave available on their wage statements. Instead, the sick leave balance stayed at 0.00.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders

“employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is “exceedingly narrow” and applies only when (1) “the nature of the work prevents the employee from being relieved of all duty” and (2) *both* “the employer and employee have agreed, in writing, to the on-duty meal period.” *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Defendants failed to pay Plaintiff and the aggrieved employees all meal period premiums at the regular rate of pay. Plaintiff and other aggrieved employees routinely experienced missed, late, short, and interrupted meal periods to keep up with high demands of the job. As a matter of common policy and practice, Defendants failed to pay Plaintiff and the other aggrieved employees all meal period premiums at the regular rate of compensation.

Illustrative examples of the Defendants’ failure to pay corresponding meal period premiums for meal period violations at the regular rate of compensation is shown on Plaintiff’s time records and corresponding wage statements below:

EBIED, ANDREW - Abny

EBIED, ANDREW

Range : 09/01/2024 - 10/31/2024

Regular	Overtime	Mileage-NT	
Period Totals	144	8.67	42.88

Week of : 08/26/2024

Type	Date	In	Out	Breaks	Hours	Job	Task
Expense	Fri 08/30/2024			0.00	\$18.090	Office	
	Mileage-NT						
Week Totals					18.09		

Week of : 09/02/2024

Type	Date	In	Out	Breaks	Hours	Job	Task
Punch	Tue 09/03/2024	5:58am	11:26am	0.00	5.467	Office	Office
Punch	Tue 09/03/2024	11:43am	4:03pm	0.00	4.333	Office	Office
Punch	Thu 09/05/2024	6:01am	11:40am	0.00	5.650	Office	Office
Punch	Thu 09/05/2024	12:06pm	2:57pm	0.00	2.850	Office	Office
	Regular	Overtime					
Week Totals					16	2.3	

Week of : 09/09/2024

Type	Date	In	Out	Breaks	Hours	Job	Task
Punch	Tue 09/10/2024	6:01am	11:17am	0.00	5.267	Office	Office
Punch	Tue 09/10/2024	11:37am	3:01pm	0.00	3.400	Office	Office
Punch	Wed 09/11/2024	6:01am	10:52am	0.00	4.850	Office	Office
Punch	Wed 09/11/2024	11:13am	3:11pm	0.00	3.967	Office	Office
	Regular	Overtime					
Week Totals					16	1.48	

Week of : 09/16/2024

Type	Date	In	Out	Breaks	Hours	Job	Task
Punch	Tue 09/17/2024	6:00am	11:26am	0.00	5.433	Office	Office
Punch	Tue 09/17/2024	11:45am	3:45pm	0.00	4.000	Office	Office
Punch	Wed 09/18/2024	6:02am	10:58am	0.00	4.933	Office	Office
Punch	Wed 09/18/2024	11:21am	3:00pm	0.00	3.650	Office	Office
Expense	Wed 09/18/2024			0.00	\$24.790	Office	

Extract from Plaintiff's Time Records for 09/02/2024 – 09/18/2024

Abny General Engineering Inc (626) 586-2020 950 Cloverview Dr Glendora, CA 91741	eBacon
<u>PAY: *** VOID-NON NEGOTIABLE-VOID *** \$462.24</u>	Payment Date 09-13-2024
	Check Number Direct Deposit
	Payment Amount \$462.24
Pay to the order of: ANDREW EBIED	

STATEMENT OF EARNINGS FOR ANDREW EBIED

Employee ID	Payment Date	Period Start	Period End	Check Number	FIT/SIT			
226	09/13/2024	09/02/2024	09/08/2024	Direct Deposit	Fed:S-0 CA:S-0			
Earnings		Hours Rate	Amount	YTD	Taxes	Amount	YTD	
Regular Pay		16.00	28.00	448.00	14,791.48	Fed. Income Tax	27.20	1,590.57
Overtime Pay		2,300	42.00	96.60	2,484.17	Soc. Sec. Employee	33.76	1,075.54
Double Time Hours		0.00	0.00	0.00	71.850	CA Disability Employee	5.99	190.82
Expense Reimb - NoTax		0.00	0.00	0.00	931.89	CA State Income Tax	7.51	624.53
Mileage Reimbursement		0.00	0.00	0.00	280.06	Medicare Employee	7.90	251.54
Totals		18.30		544.60	18,559.45	Totals	82.36	3,733.00
Deductions		Amount	YTD	Employer Contributions		Base	Amount	YTD
Totals			0.00		0.00	Totals		0.00
Net Pays		Amount	YTD					
Checking #1		462.24	13,572.86					
Printed Check		0.00	1,253.590					
Items marked with an * do not affect net pay								

BENEFITS FOR ANDREW EBIED

Benefit	Tier	Balance	\$ Used	Used
Sick		0.00	0.00	0.00

2003-2025 eBacon, LLC

Extract from Plaintiff's Wage Statement with a Pay Date of 09/13/2024 showing no penalties paid.

Abny General Engineering Inc (626) 586-2020 950 Cloverview Dr Glendora, CA 91741	eBacon
<u>PAY: *** VOID-NON NEGOTIABLE-VOID *** \$435.80</u>	Payment Date 09-20-2024
	Check Number Direct Deposit
	Payment Amount \$435.80
Pay to the order of: ANDREW EBIED	

STATEMENT OF EARNINGS FOR ANDREW EBIED

Employee ID	Payment Date	Period Start	Period End	Check Number	FIT/SIT		
226	09/20/2024	09/09/2024	09/15/2024	Direct Deposit	Fed:S-0 CA:S-0		
Earnings		Hours Rate	Amount	YTD	Taxes	Amount	YTD
Regular Pay		16.00	28.00	448.00	15,239.48	Fed. Income Tax	23.08 1,613.65
Overtime Pay		1.483	42.09	62.29	2,546.46	Soc. Sec. Employee	31.64 1,107.18
Double Time Hours		0.00	0.00	0.00	71.850	CA Disability Employee	5.62 196.44
Expense Reimb - NoTax		0.00	0.00	0.00	931.89	CA State Income Tax	6.75 631.28
Mileage Reimbursement		0.00	0.00	0.00	280.06	Medicare Employee	7.40 258.94
Totals		17.483		510.29	19,069.739	Totals	74.490 3,807.49
Deductions		Amount		YTD	Employer Contributions		Base Amount YTD
Totals		0.00		0.00	Totals		0.00
Net Pays		Amount		YTD			
Checking #1		435.80		14,008.66			
Printed Check		0.00		1,253.590			

Items marked with an * do not affect net pay

BENEFITS FOR ANDREW EBIED

Benefit	Tier	Balance	\$ Used	Used
Sick		0.00	0.00	0.00

2003-2025 eBacon, LLC

Extract from Plaintiff's Wage Statement with a Pay Date of 09/20/2024 showing no penalties paid.

STATEMENT OF EARNINGS FOR ANDREW EBIED

Employee ID	Payment Date	Period Start	Period End	Check Number	FIT/SIT
226	09/27/2024	09/16/2024	09/22/2024	Direct Deposit	Fed:S-0 CA:S-0
Earnings		Hours	Rate	Amount	YTD
Regular Pay		16.00	28.00	448.00	15,687.48
Overtime Pay		2.01	741.94	84.71	2,631.17
DoubleTime Hours		0.00	0.00	0.00	71.850
Expense Reimb - NoTax		0.00	0.00	0.00	931.89
Mileage Reimbursement		37.00	0.67	24.79	304.850
Totals		55.016		557.50	19,627.239
Taxes		Amount		YTD	
Fed. Income Tax		25.77		1,639.42	
Soc. Sec. Employee		33.03		1,140.21	
CA Disability Employee		5.86		202.30	
CA State Income Tax		7.25		638.53	
Medicare Employee		7.72		266.660	
Totals		79.63		3,887.12	
Deductions		Amount		YTD	
Totals		0.00		0.00	
Employer Contributions		Base	Amount	YTD	
Totals			0.00		
Net Pays		Amount		YTD	
Checking #1		477.87		14,486.53	
Printed Check		0.00		1,253.590	

Items marked with an * do not affect net pay

BENEFITS FOR ANDREW EBIED

Benefit	Tier	Balance	\$ Used	Used
Sick		0.00	0.00	0.00

2003-2025 eBacon, LLC

Extract from Plaintiff's Wage Statement with a Pay Date of 09/27/2024 showing no penalties paid.

From September 2, 2024, to September 18, 2024, Plaintiff often worked past the 5th hour and took meal breaks under 30 minutes. However, Defendants failed to pay Plaintiff for meal premiums. Each time Plaintiff and the aggrieved employees experienced a non-compliant meal period they were owed a meal period premium. As a matter of policy and practice, Defendants failed to pay all owed meal period premiums.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all

nondiscretionary payments, not just hourly wages”). Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) worked and an additional hour of pay at the employee’s regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Due to reasons explained in the “Unpaid Meal Period” section above, such as the pressures to keep up with the high demands of the job, Plaintiff and the aggrieved employees were not always authorized or permitted to take their rest periods. Defendants required Plaintiff and the other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law. For example, Plaintiff never received his 10 minute rest breaks because he was required to stay on duty. When Defendants did not provide compliant rest periods, Defendants failed to pay Plaintiff and other aggrieved employees all rest period premiums in violation of Labor Code section 226.7.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid “not more than seven calendar days following the close of the payroll period.” Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides “every person who fails to pay the wages of an employee as provided in Section ... 204 ... shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendants failed to pay all premiums, overtime, sick leave, and other earning on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

For example, Plaintiff's termination date was on December 12, 2024, however, he did not receive his last paycheck until December 20, 2024, rendering his final paycheck late and in violation of Labor Code Section 201.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or

an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct “gross wages earned” or “net wages earned,” as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of “gross wages earned” on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses **Violation of Labor Code §§ 2802, 2804**

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to “indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and

this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

Plaintiff and the aggrieved employees were required to use their personal cell phones for various work-related purposes. Specifically, Plaintiff was required to contact subcontractors and neighbors using his personal cellphone. Plaintiff was also required to use his home internet to send and respond to emails regarding engineering issues and projects. For example, if Plaintiff needed a specific file or drawing from work, he would use his personal home internet to gather such information. Defendants failed to reimburse Plaintiff and the aggrieved employees for personal cell phone use and home internet.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Employee Records **Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders**

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer.” Labor Code section 432 states that “[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.” Labor Code section 1198.5 grants “[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.” Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available “time records showing when the employee begins and ends each work period” as well as time records showing “[m]eal periods, split shift intervals, and daily hours worked[.]” Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff’s request. Defendants failed to provide all records within the 30-day period requested by Plaintiff in his original correspondence under

the foregoing sections of the Labor Code. Defendants failed to provide Plaintiff's personnel file. At the time of filing this notice Plaintiff's personnel file have not been provided to Plaintiff.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "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." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE -

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants'

written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Xavier L. Woodford

Cc Plaintiff Andrew Ebied

Victor Younan – Defendants Representative
victor@abnyinc.com

Sameh Wahba – Defendants Chief Executive Officer
Samwahba@abnyinc.com