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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA

ROBERT ANTHONY, individually, and on
behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

DRESSER-RAND COMPANY, an
unknown entity; DRESSER-RAND
GROUP INC., a Delaware corporation;
DRESSER-RAND LLC, a Delaware limited
liability company; SIEMENS ENERGY,
INC., a Delaware corporation; SIEMENS
ENERGY STAFFING, INC., a Delaware
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: C22-01428

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEY GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Robert Anthony, individually and on behalf of all other members of the public
2 similarly situated and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendants employ persons within the
24 County of Contra Costa, and have violated the requirements of the California Labor Code and
25 applicable Wage Order in this county which give rise to the penalties sought in this action.
26 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
27 California Labor Code and applicable Wage Order in at least one location within the County
28 of Contra Costa, including Defendants’ location in Concord (5159 Commercial Circle,

Concord, California 94520). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Contra Costa County and Plaintiff could bring this action to recover penalties in Contra Costa County, venue is proper.

THE PARTIES

4. Plaintiff Robert Anthony is a resident of Riverside, in Riverside County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Repair Center Technician General from approximately January 2018 to January 2022. During his employment, Plaintiff typically worked eight (8) to twelve (12) hours per day and five (5) days or more per week. Plaintiff's primary job duties included, without limitation, disassembling, repairing, and reassembling equipment; cleaning, inspecting and testing equipment; and ordering replacement parts.

5. DRESSER-RAND COMPANY was and is, upon information and belief, an unknown business entity, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. DRESSER-RAND GROUP INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

7. DRESSER-RAND LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

8. SIEMENS ENERGY, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. SIEMENS ENERGY STAFFING, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

1 10. Plaintiff is unaware of the true names or capacities of the Defendants sued
2 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
3 amend the complaint and serve such fictitiously named Defendants once their names and
4 capacities become known.

5 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
6 were the partners, agents, owners, or managers of DRESSER-RAND COMPANY;
7 DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and
8 SIEMENS ENERGY STAFFING, INC. at all relevant times.

9 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, DRESSER-RAND
11 COMPANY; DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS
12 ENERGY, INC.; SIEMENS ENERGY STAFFING, INC.; and/or DOES 1 through 10
13 (collectively, “Defendants” or “DRESSER-RAND”), each acting as the agent, employee, alter
14 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
15 was acting within the course and scope of such agency, employment, joint venture, or
16 concerted activity with legal authority to act on the others’ behalf. The acts of any and all
17 Defendants were in accordance with, and represent, the official policy of Defendants.

18 13. At all relevant times, Defendants, and each of them, ratified each and every act
19 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all the other Defendants in proximately causing
21 the damages herein alleged.

22 14. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 15. Under California law, Defendants are jointly and severally liable as employers
26 for the violations alleged herein because they have each exercised sufficient control over the
27 wages, hours, working conditions, and employment status of Plaintiff and class members.
28 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and

1 controlled their work schedule and/or conditions of employment, determined their rate of pay,
2 and maintained their employment records. Defendants suffered or permitted Plaintiff and
3 class members to work and/or “engaged” Plaintiff and class members so as to create a
4 common-law employment relationship. As joint employers of Plaintiff and class members,
5 Defendants are jointly and severally liable for the civil penalties available to Plaintiff and
6 class members under the law.

7 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
8 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
9 members because Defendants have:

- 10 (a) jointly exercised meaningful control over the work performed by
11 Plaintiff and class members;
- 12 (b) jointly exercised meaningful control over Plaintiff’s and class members’
13 wages, hours, and working conditions, including the quantity, quality
14 standards, speed, scheduling, and operative details of the tasks
15 performed by Plaintiff and class members;
- 16 (c) jointly required that Plaintiff and class members perform work which is
17 an integral part of Defendants’ businesses; and
- 18 (d) jointly exercised control over Plaintiff and class members as a matter of
19 economic reality in that Plaintiff and class members were dependent on
20 Defendants, who shared the power to set the wages of Plaintiff and class
21 members and determined their working conditions, and who jointly
22 reaped the benefits from the underpayment of their wages and
23 noncompliance with other statutory provisions governing their
24 employment.

25 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
26 there has existed a unity of interest and ownership between Defendants such that any
27 individuality and separateness between the entities has ceased.

28 18. DRESSER-RAND COMPANY; DRESSER-RAND GROUP INC.; DRESSER-

RAND LLC; SIEMENS ENERGY, INC.; SIEMENS ENERGY STAFFING, INC.; and DOES 1 through 10 are therefore alter egos of each other.

19. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name DRESSER-RAND.

20. Plaintiff further alleges, upon information and belief, that Defendants DRESSER-RAND COMPANY; DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and SIEMENS ENERGY STAFFING, INC. are alter egos of each other for the following reasons:

- (a) According to SIEMENS ENERGY, INC.’s Annual Report 2021¹, DRESSER-RAND COMPANY; DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; and SIEMENS ENERGY STAFFING, INC. are wholly-owned subsidiaries of SIEMENS ENERGY, INC.;
- (b) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov>), DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and SIEMENS ENERGY STAFFING, INC. share the same mailing address, “3850 Quadrangle Blvd, US Tax Dept MS[]AFS[-]466, Orlando, FL 32817”, and according to Plaintiff’s “2021 W-2 and Earnings Summary,” DRESSER RAND COMPANY’s address is “3850 Quadrangle Blvd HRS11, Orlando, FL 32817”;
- (c) On the California Secretary of State’s website, DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and SIEMENS ENERGY STAFFING, INC. share the same service of process, “C T Corporation System (C0168406);” and
- (d) On information and belief, DRESSER-RAND COMPANY; DRESSER-

¹ Annual Report 2021, “Annual Shareholders’ Meeting of Siemens Energy AG,” <https://www.siemens-energy.com/global/en/company/investor-relations/annual-shareholder-meeting.html> (last accessed July 7, 2022).

RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and SIEMENS ENERGY STAFFING, INC. utilize the same standardized employment forms and issue the same employment policies.

GENERAL ALLEGATIONS

21. Defendants are a leading a leading maker of industrial rotating equipment that includes steam and gas turbines, centrifugal and reciprocating compressors, hot gas expanders, and control systems. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Orlando, Florida, or Houston, Texas, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

22. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

23. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Orlando, Florida, or Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

1 24. Defendants continue to employ non-exempt or hourly paid employees in
2 California.

3 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
5 and advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
8 members were not paid for all hours worked because all hours worked were not recorded.

9 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive certain wages for
11 overtime compensation and that they were not receiving certain wages for overtime
12 compensation.

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive at least minimum
15 wages for compensation and that they were not receiving at least minimum wages for work
16 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
17 and class members were not paid at least minimum wages for work done off-the-clock.

18 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to meal periods in
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of
21 one (1) additional hour of pay at their regular rates of pay when they were not provided with
22 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
23 were not provided with all meal periods or payment of one (1) additional hour of pay at their
24 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
25 period.

26 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to rest periods in
28 accordance with the California Labor Code and applicable IWC Wage Order or payment of

one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff and class members were not authorized and permitted to take compliant rest periods, nor did Defendants provide Plaintiff and class members with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums within permissible time periods.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums within permissible time periods.

35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive itemized wage

1 statements or separate written statements showing the amount of paid sick leave available, or
2 paid time off provided in lieu of sick leave. In violation of the California Labor Code,
3 Defendants failed to provide Plaintiff and class members with written itemized wage
4 statements or separate written statements showing this information.

5 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to one day's rest in seven.
7 In violation of the California Labor Code, Defendants required Plaintiff and class members to
8 work more than six consecutive days without a day of rest, where the total hours worked
9 exceeded 30 hours in any week or six hours in any one day thereof.

10 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to receive full
12 reimbursement for all business-related expenses and costs they incurred during the course and
13 scope of their employment and that they did not receive full reimbursement of applicable
14 business-related expenses and costs incurred.

15 38. Plaintiff is informed and believes, and thereon alleges, that at all times herein
16 mentioned, Defendants knew or should have known that Defendants had a duty to provide
17 Plaintiff and class members with written notice of the material terms of their employment with
18 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

19 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that they had a duty to compensate
21 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
22 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
23 falsely represented to Plaintiff and class members that they were properly denied wages, all in
24 order to increase Defendants' profits.

25 **PAGA REPRESENTATIVE ALLEGATIONS**

26 40. At all times herein set forth, PAGA provides that any provision of law under
27 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
28 assessed and collected by the LWDA for violations of the California Labor Code and

1 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
2 civil action brought on behalf of themselves and other current or former employees pursuant
3 to procedures outlined in California Labor Code section 2699.3.

4 41. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as “any
5 person who was employed by the alleged violator and against whom one or more of the
6 alleged violations was committed.”

7 42. Plaintiff and other current and former employees of Defendants are “aggrieved
8 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
9 or former employees and one or more of the alleged violations were committed against them.

10 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
11 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
12 following requirements have been met:

13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of
15 the specific provisions of the California Labor Code alleged to have
16 been violated, including the facts and theories to support the alleged
17 violation.

18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(a) and any employer response to that notice shall be
20 accompanied by a filing fee of seventy-five dollars (\$75).

21 (c) The LWDA shall notify the employer and the aggrieved employee or
22 representative by certified mail that it does not intend to investigate the
23 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
24 the postmark date of the aggrieved employee’s notice. Upon receipt of
25 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
26 (65) calendar days of the postmark date of the aggrieved employee’s
27 notice, the aggrieved employee may commence a civil action pursuant
28 to California Labor Code section 2699 to recover civil penalties.

1 44. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
2 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
3 provision other than those listed in Section 2699.5 after the following requirements have been
4 met:

- 5 (a) The aggrieved employee or representative shall give written notice by
6 online filing with the LWDA and by certified mail to the employer of
7 the specific provisions of the California Labor Code alleged to have
8 been violated (other than those listed in Section 2699.5), including the
9 facts and theories to support the alleged violation.
- 10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(c) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).
- 13 (c) The employer may cure the alleged violation within thirty-three (33)
14 calendar days of the postmark date of the notice sent by the aggrieved
15 employee or representative. The employer shall give written notice
16 within that period of time by certified mail to the aggrieved employee or
17 representative and by online filing with the LWDA if the alleged
18 violation is cured, including a description of actions taken, and no civil
19 action pursuant to Section 2699 may commence. If the alleged violation
20 is not cured within the 33-day period, the aggrieved employee may
21 commence a civil action pursuant to Section 2699.

22 45. On July 20, 2022, Plaintiff provided written notice by online filing to the
23 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
24 Code alleged to have been violated, including facts and theories to support the alleged
25 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
26 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
27 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
28 Plaintiff PAGA Case Number LWDA-CM-896660-22. A true and correct copy of Plaintiff's

1 written notice to the LWDA and Defendants is attached hereto as “Exhibit 1.”

2 46. As of the filing date of this complaint, over 65 days have passed since Plaintiff
3 sent the notice described above to the LWDA, and the LWDA has not responded that it
4 intends to investigate Plaintiff’s claims and Defendants have not cured the violations.

5 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
6 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
7 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
8 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

9 48. Labor Code section 558(a) provides “[a]ny employer or other person acting on
10 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
11 provision regulating hours and days of work in any order of the Industrial Welfare
12 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
13 dollars (\$50) for each underpaid employee for each pay period for which the employee was
14 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
16 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
17 to any other civil or criminal penalty provided by law.”

18 49. Defendants, at all times relevant to this complaint, were employers or persons
19 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
20 rights by violating various sections of the California Labor Code as set forth above.

21 50. As set forth below, Defendants have violated numerous provisions of both the
22 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
23 Order.

24 51. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
25 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
26 private attorney general, seeks assessment and collection of civil penalties for himself, all
27 other aggrieved employees, and the State of California against Defendants for violations of
28 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552,

1 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

2 **CLASS ACTION ALLEGATIONS**

3 52. Plaintiff brings this action on his own behalf, as well as on behalf of each and
4 all other persons similarly situated, and thus seeks class certification under California Code of
5 Civil Procedure section 382.

6 53. All claims alleged herein arise under California law for which Plaintiff seeks
7 relief authorized by California law.

8 54. Plaintiff's proposed class consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California, within four years prior to the filing
of the initial complaint² until the date of trial ("Class").

11 55. Plaintiff's proposed subclass consists of and is defined as follows:

12 All persons who worked for Defendants as non-exempt, hourly
13 paid employees in California and who received at least one wage
14 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

15 56. Members of the Class and Subclass are referred to herein as "class members."

16 57. Plaintiff reserves the right to redefine the Class and Subclass and to add
17 additional subclasses as appropriate based on further investigation, discovery, and specific
18 theories of liability.

19 58. There are common questions of law and fact as to class members that
20 predominate over questions affecting only individual members, including, but not limited to:

- 21 (a) Whether Defendants required Plaintiff and class members to work over
22 eight (8) hours per day, over twelve (12) hours per day, or over forty
23 (40) hours per week and failed to pay all legally required overtime
24 compensation to Plaintiff and class members;
25 (b) Whether Defendants failed to pay Plaintiff and class members at least
26 minimum wages for all hours worked;

27 ² Subject to applicable tolling rules and period(s) of tolling, which include, but are not
28 limited to, tolling under Emergency Rule 9 of the California Rules of Court.

- 1 (c) Whether Defendants failed to provide Plaintiff and class members with
2 meal periods;
- 3 (d) Whether Defendants failed to authorize and permit Plaintiff and class
4 members to take rest periods;
- 5 (e) Whether Defendants provided Plaintiff and class members with
6 complete and accurate wage statements as required by California Labor
7 Code section 226(a);
- 8 (f) Whether Defendants maintained accurate payroll records as required by
9 California Labor Code section 1174(d);
- 10 (g) Whether Defendants failed to pay earned overtime wages, minimum
11 wages, and/or meal and rest period premiums due to Plaintiff and class
12 members upon their discharge;
- 13 (h) Whether Defendants failed to timely pay overtime wages, minimum
14 wages, and/or meal and rest period premiums to Plaintiff and class
15 members during their employment;
- 16 (i) Whether Defendants provided Plaintiff and class members with written
17 notice of paid sick leave available, or paid time off, as required by
18 California Labor Code section 246;
- 19 (j) Whether Defendants failed to provide Plaintiff and class members one
20 day's rest in seven;
- 21 (k) Whether Defendants failed to reimburse Plaintiff and class members for
22 necessary and required business-related expenditures and/or losses
23 incurred by them in the scope of their employment;
- 24 (l) Whether Defendants failed to provide written notice of information
25 material to Plaintiff's and class members' employment with Defendants;
- 26 (m) Whether Defendants engaged in unlawful and unfair business practices
27 in violation of California Business & Professions Code sections 17200,
28 *et seq.*; and

- 1 (n) The appropriate amount of damages, restitution, or monetary penalties
2 resulting from Defendants' violations of California law.

3 59. There is a well-defined community of interest in the litigation and the class
4 members are readily ascertainable:

- 5 (a) Numerosity: The class members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the
7 entire class is unknown to Plaintiff at this time; however, the class is
8 estimated to be greater than one hundred (100) individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' employment records.
- 11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately
12 protect the interests of each class member with whom he has a well-
13 defined community of interest, and Plaintiff's claims (or defenses, if
14 any) are typical of all class members as demonstrated herein.
- 15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately
16 protect the interests of each class member with whom he has a well-
17 defined community of interest and typicality of claims, as demonstrated
18 herein. Plaintiff acknowledges that he has an obligation to make known
19 to the Court any relationship, conflicts or differences with any class
20 member. Plaintiff's attorneys, the proposed class counsel, are versed in
21 the rules governing class action discovery, certification, and settlement.
22 Plaintiff has incurred, and throughout the duration of this action, will
23 continue to incur costs and attorneys' fees that have been, are, and will
24 be necessarily expended for the prosecution of this action for the
25 substantial benefit of each class member.
- 26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort, and expense as compared with separate

1 lawsuits, and will avoid inconsistent outcomes because the same issues
2 can be adjudicated in the same manner and at the same time for the
3 entire class.

4 (e) Public Policy Considerations: Employers in the State of California
5 violate employment and labor laws every day. Current employees are
6 often afraid to assert their rights out of fear of direct or indirect
7 retaliation. Former employees are fearful of bringing actions because
8 they believe their former employers might damage their future
9 endeavors through negative references and/or other means. Class
10 actions provide the class members who are not named in the complaint
11 with a type of anonymity that allows for the vindication of their rights
12 while simultaneously protecting their privacy.

13 **FIRST CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 15 **(Against all Defendants)**

16 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 61. Labor Code section 1198 makes it illegal to employ an employee under
19 conditions of labor that are prohibited by the applicable wage order. California Labor Code
20 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
21 be the . . . standard conditions of labor for employees. The employment of any employee . . .
22 under conditions of labor prohibited by the order is unlawful.”

23 62. California Labor Code section 1198 and the applicable IWC Wage Order
24 provide that it is unlawful to employ persons without compensating them at a rate of pay
25 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
26 number of hours worked by the person on a daily or weekly basis.

27 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
28 were required to pay Plaintiff and class members working more than eight (8) hours in a day

1 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
2 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
3 workweek.

4 64. The applicable IWC Wage Order further provides that Defendants are and were
5 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
6 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
7 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
8 employee, including nondiscretionary bonuses and incentive pay.

9 65. California Labor Code section 510 codifies the right to overtime compensation
10 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
11 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
12 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
13 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
14 in a day on the seventh (7th) day of work.

15 66. During the relevant time period, Defendants willfully failed to pay all overtime
16 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
17 class members were not paid overtime premiums for all of the hours they worked in excess of
18 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
19 hours in a week, because all hours worked were not recorded.

20 67. First, during the relevant period, Defendants had a company-wide policy and/or
21 practice of improperly rounding employee clock-in and clock-out duration times to the nearest
22 quarter-hour in their timekeeping system. Defendants' rounding policy resulted in the failure
23 to compensate Plaintiff and class members fully for all hours worked, causing Plaintiff and
24 class members to not be paid overtime wages for all of the overtime hours they actually
25 worked. Upon information and belief, Defendants' rounding policy was, and continues to be,
26 unfair and has, over time, resulted in the underpayment of wages to Plaintiff and class
27 members. To the extent Defendants' rounding policy took away time worked that was eligible
28 for overtime, Plaintiff and class members were denied overtime pay for all hours worked.

1 Alternatively, Defendants had, and continue to have, a company-wide policy and/or practice
2 of failing to record hours worked by their employees. Instead, on information and belief,
3 Defendants' policy and/or practice is to simply pay employees, including Plaintiff and class
4 members, for the hours they are scheduled to work. Because Defendants failed to accurately
5 record their actual hours worked, Plaintiff and class members were not paid for all hours
6 worked before or after their scheduled shifts.

7 68. Second, Defendants had, and continue to have, a company-wide policy and/or
8 practice of discouraging and impeding Plaintiff and class members from recording hours
9 worked that were outside of their scheduled shifts in order to limit the amount of overtime
10 employees could accrue. On information and belief, this policy of limiting overtime, coupled
11 with Defendants' practices of understaffing and assigning heavy workloads and productivity
12 expectations (*see infra*), led Plaintiff and class members to work off-the-clock outside of their
13 scheduled shift times in order to complete their assigned tasks. Because Defendants
14 discouraged overtime accrual by, among other things, requiring employees to obtain approval
15 of overtime hours from Defendants' supervisors, Plaintiff and class members were required to
16 complete assigned tasks outside of their scheduled shifts without being compensated for the
17 time they worked.

18 69. For example, Plaintiff was periodically required to make safety presentations to
19 his team, but he was not permitted to prepare his presentations during his shifts. As a result,
20 he was forced to research and prepare his presentations before he clocked in for his scheduled
21 shifts. As another example, when Plaintiff would arrive early to work, Defendants'
22 management would require him to unload a truck, but he was not paid for that time because
23 Defendants' timekeeping system rounded or shaved his hours to his scheduled shift times.
24 Similarly, when Plaintiff and class members were the first person to arrive for their shift or the
25 last person to leave their shift, they were required to open/close doors and arm/disarm the
26 building alarm, before they clocked in for their shifts or after they clocked out for their shifts.
27 This off-the-clock work could have been recorded by Defendants, but they refused to do so to
28 avoid the payment of additional wages to Plaintiff and class members.

1 70. Third, Defendants had, and continue to have, a company-wide policy and/or
2 practice of understaffing their worksites while assigning heavy workloads, including
3 pressuring employees to meet deadlines and productivity requirements. Defendants' policies
4 and/or practices resulted in a failure to provide Plaintiff and class members with adequate
5 meal period coverage, and thus, Plaintiff and class members were not always afforded
6 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
7 period. For example, Plaintiff's meal periods were interrupted by his supervisors to discuss
8 ongoing and/or upcoming projects. On other occasions, Plaintiff missed his meal periods
9 entirely due to the heavy workload. Thus, Plaintiff and class members missed meal periods
10 and/or had meal periods cut short or interrupted in order to complete their assigned workloads
11 and meet productivity expectations. Defendants did not compensate Plaintiff and class
12 members for the time they spent working off the clock during meal periods.

13 71. Fourth, during the relevant time period, Defendants implemented a company-
14 wide policy and/or practice of automatically deducting meal periods from Plaintiff's and class
15 members' time records. As a result of this policy, Defendants deducted 30-minute meal
16 periods from Plaintiff's and class members' time records even when meal periods were
17 missed, short, and/or interrupted. Thus, Defendants did not record all hours worked during
18 meal periods, and Plaintiff and class members performed work during meal periods for which
19 they were not paid.

20 72. Defendants knew or should have known that, as a result of these company-wide
21 practices and/or policies, Plaintiff and class members were performing their assigned duties
22 off-the-clock before and after their shifts and during meal periods, and were suffered or
23 permitted to perform work for which they were not paid. Because Plaintiff and class members
24 worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of
25 this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class
26 members were not paid overtime wages for all of the overtime hours they actually worked.

27 73. Defendants' failure to pay Plaintiff and class members the balance of overtime
28 compensation, as required by California law, violates the provisions of California Labor Code

1 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
2 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
3 and attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 6 **Minimum Wages** 7 **(Against all Defendants)**

8 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
9 and every allegation set forth above.

10 75. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
11 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
12 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
13 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 1-2001 as "the
14 time during which an employee is subject to the control of an employer, and includes all the
15 time the employee is suffered or permitted to work, whether or not required to do so." Cal.
16 Code Regs. Tit. 8, § 11010(2)(G) (defining "Hours Worked").

17 76. First, as stated, during the relevant time period, Defendants had a policy of
18 rounding Plaintiff's and class members' hourly clock-in and clock-out duration times to the
19 quarter-hour in their timekeeping system, resulting in the failure to compensate Plaintiff and
20 class members fully for all hours worked. Alternatively, Defendants had a company-wide
21 policy and/or practice of only paying Plaintiff and class members for their scheduled shifts,
22 rather than their actual hours worked, because Defendants failed to track hours worked outside
23 of their scheduled shifts.

24 77. Second, as set forth above, due to Defendants' restrictions on overtime accrual,
25 Defendants systematically failed to pay Plaintiff and class members for actual hours worked
26 before and after their scheduled shifts, because these hours were not accurately recorded.
27 Because Defendants discouraged and impeded Plaintiff class members from recording hours
28 worked that were outside of their scheduled shifts, Plaintiff and class members were required

1 to work off-the-clock before and/or after their scheduled shift start- and end-times unloading
2 trucks, arming or disarming building alarms, and preparing training materials.

3 78. Third, as stated, due to Defendants' uniform practice of understaffing,
4 assignment of heavy workloads, pressure to meet deadlines and productivity requirements,
5 and the resulting lack of meal period coverage, Plaintiff and class members were impeded
6 from taking all uninterrupted meal periods to which they were entitled and were required to
7 work off-the-clock. Moreover, as stated, Defendants had a company-wide practice and/or
8 policy of automatically deducting meal periods from Plaintiff's and class members' time
9 records, even when meal periods were missed, short, and/or interrupted. Thus, Defendants
10 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
11 meal periods because these hours were not always correctly recorded.

12 79. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
13 and class members. To the extent that these off-the-clock hours did not qualify for overtime
14 premium payment, Defendants did not pay at least minimum wages for those hours worked
15 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
16 1198.

17 80. As result, Defendants regularly failed to pay at least minimum wages to
18 Plaintiff and class members for all of the hours they worked in violation of California Labor
19 Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code
20 section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon.

22 **THIRD CAUSE OF ACTION**

23 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period** 24 **Violations** 25 **(Against all Defendants)**

26 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 82. At all relevant times herein set forth, California Labor Code section 512(a)

1 provides that an employer may not require, cause, or permit an employee to work for a period
2 of more than five (5) hours per day without providing the employee with a meal period of not
3 less than thirty (30) minutes, except that if the total work period per day of the employee is
4 not more than six (6) hours, the meal period may be waived by mutual consent of both the
5 employer and the employee. Under California law, first meal periods must start after no more
6 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

7 83. At all relevant times herein set forth, California Labor Code sections 226.7,
8 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
9 meal period mandated by an applicable order of the IWC.

10 84. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
11 the applicable IWC Wage Order also require employers to provide a second meal period of
12 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
13 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
14 hours worked is no more than twelve (12) hours, the second meal period may be waived by
15 mutual consent of the employer and the employee only if the first meal period was not waived.

16 85. During the relevant time period, as stated, Defendants had, and continue to
17 have, a company-wide policy and/or practice of understaffing while assigning heavy
18 workloads, including pressure to meet deadlines and productivity requirements, which has
19 resulted in a lack of meal period coverage. Further, Defendants had a company-wide practice
20 of strictly adhering to a schedule of meal periods for Plaintiff and class members, resulting in
21 Plaintiff and class members having their meal periods cut short to return to work or waiting
22 extended periods of time before taking meal periods, due to the heavy workload and lack of
23 coverage. Defendants' practices and policies prevented Plaintiff and class members from
24 taking all compliant meal periods to which they were entitled.

25 86. As a result, Plaintiff and class members would be forced to work in excess of
26 five (5) hours before taking a meal period and, at times, had their meal periods cut short
27 and/or had to forgo their meal periods altogether. For example, because Defendants only
28 permitted meal periods to be taken at 12:00 p.m., Plaintiff took his meal periods late, after the

1 end of his sixth hour of work, when his shift started at 6:00 a.m. Moreover, Plaintiff's meal
2 periods were missed, interrupted, and/or cut short in order to complete his work tasks and
3 meet productivity expectations.

4 87. Furthermore, as stated, Defendants implemented a company-wide policy and
5 practice of automatically deducting meal periods from Plaintiff's and class members' time
6 records. As a result of this policy, Defendants deducted 30 minutes from Plaintiff's and class
7 members' time records even when meal periods were missed, short, and/or interrupted. Thus,
8 Defendants systematically failed to correctly record meal periods.

9 88. Moreover, Defendants did not provide Plaintiff and class members with second
10 30-minute meal periods on days that they worked in excess of ten (10) hours in one day.
11 During his employment, Plaintiff worked shifts in excess of ten (10) hours or more hours per
12 day but was not provided an uninterrupted second 30-minute meal period. Plaintiff and class
13 members did not sign valid meal period waivers on days that they were entitled to meal
14 periods and were not relieved of all duties.

15 89. At all times mentioned herein, Defendants knew or should have known that as a
16 result of their policies, Plaintiff and class members were not actually relieved of all duties to
17 take timely, uninterrupted meal periods. Defendants further knew or should have known that
18 they did not pay Plaintiff and class members meal period premiums when meal periods were
19 late, interrupted, shortened, or missed.

20 90. As set forth above, Defendants had a company-wide policy and/or practice of
21 rounding or underreporting employee clock-in and clock-out time durations in their
22 timekeeping system, which prevented Plaintiff and class members from receiving all meal
23 period premiums when they took late and/or shortened meal periods. As stated, Defendants'
24 rounding policy rounded employees' clock-in and clock-out times in their timekeeping system
25 to the nearest quarter (0.25) of an hour. To the extent that Defendants' timekeeping system
26 reported that Plaintiff and class members were provided with timely, full 30-minute meal
27 periods when, in fact, the meal periods were taken after the fifth hour of work or were less
28 than 30 minutes, Plaintiff and class members were entitled to a meal period penalty. Thus,

1 Plaintiff and class members did not receive meal period penalties for these improperly
2 rounded meal periods.

3 91. Furthermore, Defendants engaged in a company-wide practice and/or policy of
4 not paying all meal period premiums owed when compliant meal periods are not provided.
5 Because of this practice and/or policy, Plaintiff and class members have not received premium
6 pay for all missed, late, and interrupted meal periods. As a result, Defendants failed to
7 provide Plaintiff and class members compliant meal periods in violation of California Labor
8 Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

9 92. Defendants' conduct violates the applicable IWC Wage Order, and California
10 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
11 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
12 rate of compensation for each work day that the meal period was not provided.

13 **FOURTH CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 15 **(Against all Defendants)**

16 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 94. At all relevant times herein set forth, the applicable IWC Wage Order and
19 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
20 members' employment by Defendants.

21 95. At all relevant times, the applicable IWC Wage Order provides that "[e]very
22 employer shall authorize and permit all employees to take rest periods, which insofar as
23 practicable shall be in the middle of each work period" and that the "rest period time shall be
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half
26 (3 ½) hours.

27 96. At all relevant times, California Labor Code section 226.7 provides that no
28 employer shall require an employee to work during any rest period mandated by an applicable

1 order of the California IWC. To comply with its obligation to authorize and permit rest
2 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
3 employer must “relinquish any control over how employees spend their break time, and
4 relieve their employees of all duties—including the obligation that an employee remain on
5 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
6 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
7 California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover
8 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
9 that a required rest period was not authorized and permitted.

10 97. Defendants regularly failed to authorize and permit Plaintiff and class members
11 to take a ten (10) minute rest period per each four (4) hour period worked or major fraction
12 thereof. As with meal periods, Defendants’ company-wide practices, including understaffing
13 and assigning heavy workloads, prevented Plaintiff and class members from being relieved of
14 all duty to take rest periods. Defendants’ management erroneously informed Plaintiff and
15 class members that they were only entitled to two (2) 15-minute rest periods per shift,
16 regardless of the shift length, which were to be combined into a 30-minute block and taken at
17 8:15 a.m. Thus, Defendants also wholly failed to schedule compliant, timely rest periods,
18 which, coupled with Defendants’ failure to provide adequate rest period coverage, further led
19 to Plaintiff and class members not being authorized and permitted to take compliant rest
20 periods.

21 98. Moreover, upon information and belief, Defendants maintained a company-
22 wide on-premises rest period policy, which mandated that Plaintiff and/or class members
23 remain on Defendants’ premises during their rest periods. Because Plaintiff and/or class
24 members were restricted from leaving the premises during rest periods, they were denied the
25 ability to use their rest periods freely for their own purposes, such as running personal errands.
26 Thus, Defendants effectively maintained control over Plaintiff and/or class members during
27 rest periods.

28 99. As a result of Defendants’ practices and policies, Plaintiff and class members

1 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
2 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
3 Plaintiff was never authorized or permitted to take second or third rest periods on shifts he
4 was entitled to receive them, and had his first rest periods cut short and/or interrupted due to
5 his heavy workload and/or lack of coverage.

6 100. Defendants have also engaged in a systematic, company-wide practice and/or
7 policy of not paying rest period premiums owed when rest periods are not authorized and
8 permitted. Because of this practice and/or policy, Plaintiff and class members have not
9 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
10 class members rest periods and failed to pay them rest period premiums due, in violation of
11 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

12 101. Defendants' conduct violates the applicable IWC Wage Order and California
13 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
14 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
15 compensation for each work day that a compliant rest period was not authorized and
16 permitted.

17 **FIFTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 19 **Statements and Failure to Maintain Accurate Payroll Records** 20 **(Against all Defendants)**

21 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 103. At all relevant times herein set forth, California Labor Code section 226(a)
24 provides that every employer shall furnish each of his or her employees an accurate and
25 complete itemized wage statement in writing, including, but not limited to, the name and
26 address of the legal entity that is the employer, the inclusive dates of the pay period, total
27 hours worked, and all applicable rates of pay.

28 104. At all relevant times, Defendants have knowingly and intentionally provided

1 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
2 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
3 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name
4 and address of the legal entity that is the employer; and all applicable hourly rates in effect
5 during the pay period, including rates of pay for overtime wages, and the corresponding
6 number of hours worked at each hourly rate. Specifically, Defendants violated sections
7 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

8 105. Because Defendants did not accurately record the time Plaintiff and Subclass
9 members spent working off-the-clock, improperly rounded their total hours worked, and
10 deducted time from their records for meal periods that were interrupted and/or missed (and
11 therefore time for which they should have been paid), Defendants did not list the correct
12 amount of gross wages and net wages earned by Plaintiff and Subclass members in
13 compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason,
14 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
15 members in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
16 in effect during the pay period and corresponding accurate number of work hours worked at
17 each hourly rate in violation of section 226(a)(9).

18 106. Additionally, and separately from these violations, Defendants issued uniform
19 wage statements to Plaintiff and Subclass members that failed to correctly list the name and
20 address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
21 section 226(a)(8) is to provide California employees with transparency as to the true identity
22 of their employer, to allow the employee to contact their employer during employment or in
23 the future for various reasons, including filing an administrative claim, judicial claim, or other
24 action to seek relief against their employer, to obtain unemployment benefits, etc. Plaintiff's
25 and Subclass members' wage statements incorrectly list the employer as "Dresser-Rand
26 Company," with the address "10205 Westheimer Rd, Houston, TX 77042," but, according to
27 the California Secretary of State's website, there is no such entity by this name or address.

28 107. The wage statement deficiencies also include, without limitation, failing to list

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
2 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
3 for which employees were paid; failing to list the name of the employee and only the last four
4 digits of his or her social security number or an employee identification number other than a
5 social security number; and/or failing to state all hours worked as a result of not recording or
6 stating hours worked off-the-clock.

7 108. California Labor Code section 1174(d) provides that “[e]very person employing
8 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
9 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
12 applicable piece rate paid to, employees employed at the respective plants or
13 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
14 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
15 members showing the daily hours they worked and the wages paid thereto as a result of failing
16 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and
17 Subclass members’ total hours worked.

18 109. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period. During the relevant time period, Defendants
25 failed, on a company-wide basis, to keep accurate records of work period and meal period
26 start and stop times for Plaintiff and Subclass members, in violation of section 1198. As
27 stated, Defendants engaged in a company-wide practice and/or policy of automatically
28 deducting meal periods from Plaintiff’s and Subclass members’ time records regardless of if

1 or when meal periods were actually taken, and thereby failed to keep accurate records of meal
2 start and end times for Plaintiff and Subclass members. Furthermore, in light of Defendants'
3 failure to provide Plaintiff and Subclass members with second 30-minute meal periods to
4 which they were entitled, Defendants kept no records of meal start and end times for second
5 meal periods.

6 110. Plaintiff and Subclass members are entitled to recover from Defendants the
7 greater of their actual damages caused by Defendants' failure to comply with California Labor
8 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
9 employee.

10 **SIXTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 12 **Termination** 13 **(Against all Defendants)**

14 111. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 112. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
18 Plaintiff and those class members no longer employed by Defendants upon their termination.

19 113. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
20 that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
22 her employment, his or her wages shall become due and payable not later than seventy-two
23 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
24 his or her intention to quit, in which case the employee is entitled to his or her wages at the
25 time of quitting.

26 114. Defendants willfully failed to pay Plaintiff and class members who are no
27 longer employed by Defendants the earned and unpaid wages set forth above, including but
28 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either

1 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

3 115. Defendants' failure to pay Plaintiff and class members who are no longer
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
6 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
7 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
8 thirty (30) day maximum pursuant to California Labor Code section 203.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
11 **Employment**
12 **(Against all Defendants)**

13 116. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 117. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
17 Plaintiff and class members during their employment.

18 118. At all times relevant herein set forth, Labor Code section 204 provides that all
19 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
20 days, inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
22 the month during which the labor was performed. Labor Code section 204 further provides
23 that all wages earned by any person in any employment between the sixteenth (16th) and the
24 last day, inclusive, of any calendar month, other than those wages due upon termination of an
25 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
26 month.

27 119. At all times relevant herein, Labor Code section 204 provides that all wages
28 earned for labor in excess of the normal work period shall be paid no later than the payday for

1 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
2 204 provides that the requirements of this section are deemed satisfied by the payment of
3 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
4 seven (7) calendar days following the close of the payroll period.

5 120. During the relevant time period, Defendants willfully failed to pay Plaintiff and
6 class members all wages due including, but not limited to, overtime wages, minimum wages,
7 and/or meal and rest period premiums, within the time periods specified by California Labor
8 Code section 204.

9 121. Defendants' failure to timely pay Plaintiff and class members all wages due
10 violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover
11 from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

12 **EIGHTH CAUSE OF ACTION**

13 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 14 **(Against all Defendants)**

15 122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 123. At all times herein set forth, California Labor Code section 2802 provides that
18 an employer must reimburse employees for all necessary expenditures and losses incurred by
19 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
20 to prevent employers from passing off their cost of doing business and operating expenses on
21 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
22 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen
23 tools or equipment are required by the employer or are necessary to the performance of a job,
24 such tools and equipment shall be provided and maintained by the employer, except that an
25 employee whose wages are at least two (2) times the minimum wage provided herein may be
26 required to provide and maintain hand tools and equipment customarily required by the trade
27 or craft."

28 124. During the relevant time period, Defendants had a company-wide policy of

1 requiring Plaintiff and class members to utilize their own personal mobile devices, including,
2 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but
3 Defendants failed to reimburse them for the costs of their work-related mobile device
4 expenses. Plaintiff and class members were required to use their personal mobile devices for
5 work-related tasks, including taking and sending photographs of equipment and responding to
6 calls or text messages from Defendants' management and other employees regarding work
7 assignments. Although Defendants required Plaintiff and class members to utilize their
8 personal mobile devices and/or mobile data to carry out their work-related duties, Defendants
9 failed to reimburse them for these costs.

10 125. Additionally, during the relevant time period, Defendants, on a company-wide
11 basis, required Plaintiff and class members to purchase their own tools and equipment, which
12 were necessary for the completion of their work-related duties. For example, Plaintiff was
13 required to purchase screwdrivers, sockets, and wrenches, in order to perform his work duties,
14 but was not reimbursed for these costs. Thus, Defendants failed to provide tools and
15 equipment to Plaintiff and class members, forcing them to procure their own, and failed to
16 reimburse Plaintiff and class members for these costs.

17 126. Defendants could have provided Plaintiff and class members with the actual
18 equipment for use on the job, such as company mobile devices and tools and equipment, or,
19 Defendants could have reimbursed employees for the costs of their mobile device usage and
20 tool and equipment expenses. Instead, Defendants passed these operating costs off onto
21 Plaintiff and class members.

22 127. Defendants' company-wide policy and/or practice of passing on their operating
23 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
24 have intentionally and willfully failed to reimburse Plaintiff and class members for necessary
25 business-related expenses and costs.

26 128. Plaintiff and class members are entitled to recover from Defendants their
27 business-related expenses incurred during the course and scope of their employment, plus
28 interest.

1 **NINTH CAUSE OF ACTION**

2 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

3 **(Against all Defendants)**

4 129. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 130. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
7 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
8 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
9 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
10 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
11 violations of those Labor Code sections not found in section 2699.5, including sections 246,
12 516, 1182.12, and 2810.5.

13 131. Defendants’ conduct, as alleged herein, violates numerous sections of the
14 California Labor Code, including, but not limited to, the following:

- 15 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
16 Wage Order for Defendants’ failure to compensate Plaintiff and other
17 aggrieved employees with all required overtime pay, as alleged herein;
- 18 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
19 1198, and the applicable IWC Wage Order for Defendants’ failure to
20 compensate Plaintiff and other aggrieved employees with at least
21 minimum wages for all hours worked, as alleged herein;
- 22 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to provide Plaintiff
24 and other aggrieved employees with meal periods, as alleged herein;
- 25 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
26 applicable IWC Wage Order for Defendants’ failure to authorize and
27 permit Plaintiff and other aggrieved employees to take rest periods, as
28 alleged herein;

- 1 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
2 IWC Wage Order for failure to provide accurate and complete wage
3 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 4 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
5 IWC Wage Order for failure to maintain payroll records, as alleged
6 herein;
- 7 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
8 earned wages upon termination, as alleged herein;
- 9 (h) Violation of Labor Code section 204 for failure to pay all earned wages
10 during employment, as alleged herein;
- 11 (i) Violation of Labor Code section 246 for failure to provide Plaintiff and
12 other aggrieved employees with written notice of paid sick leave
13 available, or paid time off, as set forth below;
- 14 (j) Violation of Labor Code section 551 and 552 for failure to provide
15 Plaintiff and other aggrieved employees one day's rest in seven, as set
16 forth below;
- 17 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
18 and other aggrieved employees for all business expenses necessarily
19 incurred, as alleged herein; and
- 20 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
21 provide written notice of information material to other aggrieved
22 employees' employment with Defendants, as set forth below.

23 132. California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to
24 provide employees who have worked in California for 30 or more days from the
25 commencement of employment with paid sick days, to be accrued at least one hour for every
26 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick
27 leave (or equivalent paid leave or paid time off) in each year of the employee's employment.
28 Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249,

1 section 246(i) provides that an employer must provide an employee with written notice that
2 sets forth the amount of paid sick leave available, or paid time off that an employer provides
3 in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate
4 written statement provided on the designated pay date with the employee's wages.

5 133. During the relevant time period, Defendants have failed to provide Plaintiff and
6 other aggrieved employees written notice on wage statements and/or other separate written
7 statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off)
8 available to them. Defendants' ongoing and systematic failure to provide written notice of
9 sick leave benefits to Plaintiff and other aggrieved employees violates California Labor Code
10 section 246(i). Plaintiff and other aggrieved employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

12 134. At all relevant times herein, California Labor Code section 551 provides that
13 every person employed in any occupation of labor is entitled to one day's rest in seven.
14 Additionally, California Labor Code section 552 prohibits employers from requiring
15 employees to work more than six consecutive days without a day of rest.

16 135. At all relevant times herein set forth, California Labor Code section 556
17 exempts an employer from the day-of-rest requirement when the total hours worked by an
18 employee do not exceed 30 hours in any week or six hours in any one day thereof.

19 136. During the relevant time period, on information and belief, Defendants
20 scheduled Plaintiff and other aggrieved employees to work six (6) or more hours per day and
21 seven (7) consecutive days in a workweek. Because Plaintiff and other aggrieved employees
22 worked over 30 hours per week and over six (6) hours in any one day in a workweek, they
23 were not exempt from the day-of-rest requirement. To the extent that Plaintiff and other
24 aggrieved employees may have signed purported waivers of their right to a day's rest in seven,
25 such waivers are invalid.

26 137. Thus, during the relevant time period, and in violation of Labor Code sections
27 551 and 552, Defendants caused Plaintiff and other aggrieved employees to work more than
28 six days in seven. Plaintiff and other aggrieved employees are therefore entitled to recover

1 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

2 138. At all relevant times herein, California’s Wage Theft Prevention Act was
3 enacted to ensure that employers provide employees with basic information material to their
4 employment relationship at the time of hiring, and to ensure that employees are given written
5 and timely notice of any changes to basic information material to their employment. Codified
6 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
7 time of hiring, an employer must provide written notice to employees containing basic and
8 material payroll information, including, among other things, the rate(s) of pay and basis
9 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
10 including any rates for overtime, the regular payday designated by the employer, and any
11 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
12 Code § 2810.5(a)(1)(A)-(C).

13 139. At all relevant times, on information and belief, Defendants failed, on a
14 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
15 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
16 Defendants’ failure to provide Plaintiff and other aggrieved employees with written notice of
17 basic information regarding their employment with Defendants is in violation of Labor Code
18 section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil
19 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

20 **TENTH CAUSE OF ACTION**

21 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

22 **Unlawful Business Practices**

23 **(Against all Defendants)**

24 140. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
25 and every allegation set forth above.

26 141. Defendants are “persons” as defined by California Business & Professions
27 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
28 and/or associations.

1 142. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
2 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
3 suffered injury in fact and has lost money as a result of Defendants' unlawful business
4 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
5 meaning of Code of Civil Procedure section 1021.5.

6 143. Defendants' activities, as alleged herein, are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code sections 17200, *et seq.*

9 144. A violation of California Business & Professions Code sections 17200, *et seq.*
10 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
11 policies and practices have violated state law in at least the following respects:

- 12 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
13 class members, to work overtime without paying them proper
14 compensation in violation of California Labor Code sections 510 and
15 1198, and the applicable IWC Wage Order, as alleged herein;
- 16 (b) Failing to pay at least minimum wage to Plaintiff and class members in
17 violation of California Labor Code sections 1182.12, 1194, 1197,
18 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
19 herein;
- 20 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
21 members in violation of California Labor Code sections 226.7, 512(a),
22 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 23 (d) Failing to authorize and permit Plaintiff and class members to take
24 uninterrupted rest periods in violation of California Labor Code sections
25 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
26 herein;
- 27 (e) Violation of Labor Code sections 226(a), 1174(d), and 1198, and the
28 applicable IWC Wage Order for failure to provide accurate and

complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Failing to timely pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;
- (h) Failing to provide written notice of paid sick leave benefits available in violation of California Labor Code section 246, as set forth below;
- (i) Failing to provide one day's rest in seven to Plaintiff and class members in violation of California Labor Code sections 551 and 552, as set forth below;
- (j) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein; and
- (k) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

145. California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on

1 the designated pay date with the employee's wages.

2 146. During the relevant time period, Defendants failed, on a company-wide basis,
3 to provide Plaintiff and class members written notice on wage statements and/or other separate
4 written statements that listed the amount of paid sick leave (or equivalent paid leave or paid
5 time off) available to them. Defendants' ongoing and systematic failure to provide written
6 notice of sick leave benefits to Plaintiff and class members violates California Labor Code
7 section 246(i).

8 147. At all relevant times herein, California Labor Code section 551 provides that
9 every person employed in any occupation of labor is entitled to one day's rest in seven.
10 Additionally, California Labor Code section 552 prohibits employers from requiring
11 employees to work more than six consecutive days without a day of rest.

12 148. At all relevant times herein set forth, California Labor Code section 556
13 exempts an employer from the day-of-rest requirement when the total hours worked by an
14 employee do not exceed 30 hours in any week or six hours in any one day thereof.

15 149. During the relevant time period, Defendants scheduled Plaintiff and class
16 members to work six (6) or more hours per day and seven (7) consecutive days in a
17 workweek. Because Plaintiff and class members worked over 30 hours per week and over six
18 (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest
19 requirement. For example, Plaintiff worked 19 consecutive days, from Monday, January 13 to
20 Friday, February 7, 2020. To the extent that Plaintiff and class members may have signed
21 purported waivers of their right to a day's rest in seven, such waivers are invalid. Thus,
22 Defendants willfully caused Plaintiff and class members to work more than six days in seven,
23 in violation of Labor Code sections 551 and 552.

24 150. At all relevant times herein, California's Wage Theft Prevention Act was
25 enacted to ensure that employers provide employees with basic information material to their
26 employment relationship at the time of hiring, and to ensure that employees are given written
27 and timely notice of any changes to basic information material to their employment. Codified
28 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

1 time of hiring, an employer must provide written notice to employees containing basic and
2 material payroll information, including, among other things, the rate(s) of pay and basis
3 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
4 including any rates for overtime, the regular payday designated by the employer, and any
5 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
6 Code § 2810.5(a)(1)(A)-(C).

7 151. At all relevant times, on information and belief, Defendants failed, on a
8 company-wide basis, to provide written notice to Plaintiff and class members that lists the
9 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
10 to provide Plaintiff and class members with written notice of basic information regarding their
11 employment with Defendants is in violation of California Labor Code section 2810.5.

12 152. As a result of the violations of California law herein described, Defendants
13 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
14 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
15 herein.

16 153. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
17 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
18 Defendants during a period that commences four years prior to the filing of this complaint; a
19 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
20 class members; and an award of attorneys' fees pursuant to California Code of Civil
21 Procedure section 1021.5 and other applicable laws; and an award of costs.

22 **ELEVENTH CAUSE OF ACTION**

23 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

24 **Unfair Business Practices**

25 **(Against all Defendants)**

26 154. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 155. Defendants are "persons" as defined by California Business & Professions

Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

156. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

157. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under California Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

158. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s meal and rest period laws and constitute acts against the public policy behind these laws.

159. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by California Labor Code section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by California Labor Code section 226.7 due to Plaintiff and class members; an award of

attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;

3. That Plaintiff be appointed as the representative of the Class and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

9. For such other and further relief as the Court may deem equitable and appropriate.

//

As to the Second Cause of Action

1 10. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 and the applicable IWC Wage
3 Order by willfully failing to pay minimum wages to Plaintiff and class members;

4 11. For general unpaid wages and such general and special damages as may be
5 appropriate;

6 12. For pre-judgment interest on any unpaid compensation from the date such
7 amounts were due, or as otherwise provided by law;

8 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
9 California Labor Code section 1194(a);

10 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

11 15. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Third Cause of Action**

14 16. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order by
16 willfully failing to provide all meal periods to Plaintiff and class members;

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

20 18. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 19. For premiums pursuant to California Labor Code section 226.7(c);

23 20. For pre-judgment interest on any unpaid meal period premiums from the date
24 such amounts were due, or as otherwise provided by law;

25 21. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 22. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section

1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

50. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

51. For all actual, consequential, and incidental losses and damages, according to proof;

52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing to provide written notice of paid sick leave or paid time off available); 551 and 552 (by failing to provide one day's rest in seven); 2802 (by failing to

reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

55. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

57. For pre-judgment and post-judgment interest as provided by law; and

58. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to provide Plaintiff and class members with written notice of paid sick leave or paid time off available, failing to provide one day's rest in seven, failing to reimburse Plaintiff and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

60. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

1 61. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections
4 17200, *et seq.*;

5 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5; and

7 63. For such other and further relief as the Court may deem equitable and
8 appropriate.

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

10 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
11 Plaintiff and class members the statutory benefits guaranteed under California Labor Code
12 section 226.7 constitutes an unfair business practice in violation of California Business and
13 Professions Code sections 17200, *et seq.*;

14 65. For restitution of the statutory benefits under California Labor Code section
15 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the
16 day such amounts were due and payable;

17 66. For the appointment of a receiver to receive, manage and distribute any and all
18 funds disgorged from Defendants and determined to have been wrongfully acquired by
19 Defendants as a result of violations of California Business & Professions Code sections
20 17200, *et seq.*;

21 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
22 California Code of Civil Procedure section 1021.5;

23 68. For pre-judgment and post-judgment interest as provided by law; and

24 69. For such other and further relief as the Court may deem equitable and
25 appropriate.

26
27 Dated: September 28, 2022

Respectfully submitted,

Capstone Law APC

By:

A handwritten signature in blue ink, appearing to be 'Mark A. Ozzello', written over a horizontal line.

Mark A. Ozzello
Brandon K. Brouillette
Joseph Hakakian

Attorneys for Plaintiff Robert Anthony

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EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

July 20, 2022

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Robert Anthony v. Dresser Rand Company, et al.*

Dear PAGA Administrator:

This office represents Robert Anthony in connection with his claims under the California Labor Code. Mr. Anthony was an employee of DRESSER RAND COMPANY; DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and/or SIEMENS ENERGY STAFFING, INC. For the purpose of this letter, Mr. Anthony collectively refers to these entities as "DRESSER-RAND."

The employers may be contacted directly at the addresses below:

DRESSER RAND COMPANY
10205 WESTHEIMER RD
HOUSTON, TX 77042

DRESSER RAND COMPANY
3840 QUADRANGLE BLVD HRS 111
ORLANDO, FL 92817

DRESSER-RAND GROUP INC.
15375 MEMORIAL DRIVE, SUITE 600
HOUSTON, TX 77079

DRESSER-RAND GROUP INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817

DRESSER-RAND LLC
15375 MEMORIAL DRIVE, SUITE 600
HOUSTON, TX 77079

DRESSER-RAND LLC
3850 QUADRANGLE BLVD
US TAX DPT MSAFS466
ORLANDO, FL 77079

SIEMENS ENERGY, INC.
4400 ALAFAYA TRAIL
ORLANDO, FL 32826

SIEMENS ENERGY, INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817

SIEMENS ENERGY STAFFING, INC.
3504 LAKE LYNDIA DRIVE
LAUREL BLDG, SUITE 390
ORLANDO, FL 32817

SIEMENS ENERGY STAFFING, INC.
850 QUADRANGLE BLVD
US TAX DEPT MS AFS466
ORLANDO, FL 32817

Mr. Anthony intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Anthony seeks relief on behalf of himself, the State of California, and other persons who are or were employed by DRESSER-RAND as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

DRESSER-RAND employed Mr. Anthony as an hourly paid, non-exempt employee from approximately January 2018 to January 2022. Mr. Anthony worked for DRESSER-RAND as a Repair Center Technician General at its facility in Compton, California. During his employment, Mr. Anthony typically worked eight (8) to twelve (12) hours per day and five (5) days or more per week. His job duties included, without limitation, disassembling, repairing, and reassembling equipment; cleaning, inspecting and testing equipment; and ordering replacement parts.

DRESSER-RAND committed one or more of the following Labor Code violations against Mr. Anthony, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

DRESSER-RAND's Company-Wide and Uniform Payroll and HR Practices

DRESSER RAND COMPANY is a business entity of unknown origin, and DRESSER-RAND GROUP INC.; DRESSER-RAND LLC; SIEMENS ENERGY, INC.; and SIEMENS ENERGY STAFFING, INC. are Delaware corporations. Together, they are leading a leading maker of industrial rotating equipment that includes steam and gas turbines, centrifugal and reciprocating compressors, hot gas expanders, and control systems. Upon information and belief, DRESSER-RAND maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Orlando, Florida, or Houston, Texas, for all non-exempt, hourly paid employees working for DRESSER-RAND in California, including Mr. Anthony and other aggrieved employees. At all relevant times, DRESSER-RAND issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Anthony and other aggrieved employees, regardless of their location or position.

Upon information and belief, DRESSER-RAND maintains a centralized Payroll department at its corporate headquarters in Orlando, Florida, or Houston, Texas, which processes payroll for all non-exempt, hourly paid employees working for DRESSER-RAND in California, including Mr. Anthony

¹ These facts, theories, and claims are based on Mr. Anthony's experience and counsel's review of those records currently available relating to Mr. Anthony's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Anthony reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

and other aggrieved employees. Further, DRESSER-RAND issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Anthony and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, DRESSER-RAND utilized the same methods and formulas when calculating wages due to Mr. Anthony and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

DRESSER-RAND willfully failed to pay all overtime wages owed to Mr. Anthony and other aggrieved employees. During the relevant time period, Mr. Anthony and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, DRESSER-RAND had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out duration times to the nearest quarter-hour in its timekeeping system. DRESSER-RAND's rounding policy resulted in the failure to compensate Mr. Anthony and other aggrieved employees fully for all hours worked, causing Mr. Anthony and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, DRESSER-RAND's rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Anthony and other aggrieved employees. To the extent DRESSER-RAND's rounding policy took away time worked that was eligible for overtime, Mr. Anthony and other aggrieved employees were denied overtime pay for all hours worked. Alternatively, DRESSER-RAND had, and continues to have, a company-wide policy and/or practice of failing to record hours worked by its employees. Instead, on information and belief, DRESSER-RAND's policy and/or practice is to simply pay employees, including Mr. Anthony and other aggrieved employees, for the hours they are scheduled to work. Because DRESSER-RAND failed to accurately record their actual hours worked, Mr. Anthony and other aggrieved employees were not paid for all hours worked before or after their scheduled shifts.

Second, DRESSER-RAND had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Anthony and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with DRESSER-RAND's practices of understaffing and assigning heavy workloads and productivity expectations (*see infra*), led Mr. Anthony and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. Because DRESSER-RAND discouraged overtime accrual by, among other things, requiring employees to obtain approval of

overtime hours from DRESSER-RAND's supervisors, Mr. Anthony and other aggrieved employees were required to complete assigned tasks outside of their scheduled shifts without being compensated for the time they worked.

For example, Mr. Anthony was periodically required to make safety presentations to his team, but he was not permitted to prepare his presentations during his shifts. As a result, he was forced to research and prepare his presentations before he clocked in for his scheduled shifts. As another example, when Mr. Anthony would arrive early to work, DRESSER-RAND's management would require him to unload a truck, but he was not paid for that time because DRESSER-RAND's timekeeping system rounded or shaved his hours to his scheduled shift times. Similarly, when Mr. Anthony and other aggrieved employees were the first person to arrive for their shift or the last person to leave their shift, they were required to open/close doors and arm/disarm the building alarm, before they clocked in for their shifts or after they clocked out for their shifts. This off-the-clock work could have been recorded by DRESSER-RAND, but it refused to do so to avoid the payment of additional wages to Mr. Anthony and other aggrieved employees.

Third, DRESSER-RAND had, and continues to have, a company-wide policy and/or practice of understaffing its worksites while assigning heavy workloads, including pressuring employees to meet deadlines and productivity requirements. DRESSER-RAND's policies and/or practices resulted in a failure to provide Mr. Anthony and other aggrieved employees with adequate meal period coverage, and thus, Mr. Anthony and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Anthony's meal periods were interrupted by his supervisors to discuss ongoing and/or upcoming projects. On other occasions, Mr. Anthony missed his meal periods entirely due to the heavy workload. Thus, Mr. Anthony and other aggrieved employees missed meal periods and/or had meal periods cut short or interrupted in order to complete their assigned workloads and meet productivity expectations. DRESSER-RAND did not compensate Mr. Anthony and other aggrieved employees for the time they spent working off the clock during meal periods.

Fourth, during the relevant time period, DRESSER-RAND implemented a company-wide policy and/or practice of automatically deducting meal periods from Mr. Anthony's and other aggrieved employees' time records. As a result of this policy, DRESSER-RAND deducted 30-minute meal periods from Mr. Anthony's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Thus, DRESSER-RAND did not record all hours worked during meal periods, and Mr. Anthony and other aggrieved employees performed work during meal periods for which they were not paid.

DRESSER-RAND knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Anthony and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Anthony and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Anthony and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, DRESSER-RAND did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, DRESSER-RAND paid other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, DRESSER-

RAND failed to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, DRESSER-RAND failed to pay all overtime wages by paying a lower overtime rate than required.

DRESSER-RAND's failure to pay Mr. Anthony and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining "Hours Worked").

First, as stated, during the relevant time period, DRESSER-RAND had a policy of rounding Mr. Anthony's and other aggrieved employees' hourly clock-in and clock-out duration times to the quarter-hour in its timekeeping system, resulting in the failure to compensate Mr. Anthony and other aggrieved employees fully for all hours worked. Alternatively, DRESSER-RAND had a company-wide policy and/or practice of only paying Mr. Anthony and other aggrieved employees for their scheduled shifts, rather than their actual hours worked, because DRESSER-RAND failed to track hours worked outside of their scheduled shifts.

Second, as set forth above, due to DRESSER-RAND's restrictions on overtime accrual, DRESSER-RAND systematically failed to pay Mr. Anthony and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. Because DRESSER-RAND discouraged and impeded Mr. Anthony and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Mr. Anthony and other aggrieved employees were required to work off-the-clock before and/or after their scheduled shift start- and end-times unloading trucks, arming or disarming building alarms, and preparing training materials.

Third, as stated, due to DRESSER-RAND's uniform practice of understaffing, assignment of heavy workloads, pressure to meet deadlines and productivity requirements, and the resulting lack of meal period coverage, Mr. Anthony and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock. Moreover, as stated, DRESSER-RAND had a company-wide practice and/or policy of automatically deducting meal periods from Mr. Anthony's and other aggrieved employees' time records, even when meal periods were missed, short, and/or interrupted. Thus, DRESSER-RAND systematically failed to pay Mr. Anthony and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, DRESSER-RAND did not pay at least minimum wages for all hours worked by Mr. Anthony and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, DRESSER-RAND did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, DRESSER-RAND regularly failed to pay at least minimum wages to Mr. Anthony and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, DRESSER-RAND had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressure to meet deadlines and productivity requirements, which has resulted in a lack of meal period coverage. Further, DRESSER-RAND had a company-wide practice of strictly adhering to a schedule of meal periods for Mr. Anthony and other aggrieved employees, resulting in Mr. Anthony and other aggrieved employees having their meal periods cut short to return to work or waiting extended periods of time before taking meal periods, due to the heavy workload and lack of coverage. DRESSER-RAND's practices and policies prevented Mr. Anthony and other aggrieved employees from taking all compliant meal periods to which they were entitled.

As a result, Mr. Anthony and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, because DRESSER-RAND only permitted meal periods to be taken at 12:00 p.m., Mr. Anthony took his meal periods late, after the end of his sixth hour of work, when his shift started at 6:00 a.m. Moreover, Mr. Anthony's meal periods were missed, interrupted, and/or cut short in order to complete his work tasks and meet productivity expectations.

Furthermore, as stated, DRESSER-RAND implemented a company-wide policy and practice of automatically deducting meal periods from Mr. Anthony's and other aggrieved employees' time records. As a result of this policy, DRESSER-RAND deducted 30 minutes from Mr. Anthony's and other aggrieved employees' time records even when meal periods were missed, short, and/or interrupted. Thus, DRESSER-RAND systematically failed to correctly record meal periods.

Moreover, DRESSER-RAND did not provide Mr. Anthony and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Anthony worked shifts in excess of ten (10) hours or more hours per day but was not provided an uninterrupted second 30-minute meal period. Mr. Anthony and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, DRESSER-RAND knew or should have known that as a result of its policies, Mr. Anthony and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. DRESSER-RAND further knew or should have known that it did not pay Mr. Anthony and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

As set forth above, DRESSER-RAND had a company-wide policy and/or practice of rounding or underreporting employee clock-in and clock-out time durations in its timekeeping system, which prevented Mr. Anthony and other aggrieved employees from receiving all meal period premiums when they took late and/or shortened meal periods. As stated, DRESSER-RAND's rounding policy rounded employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. To the extent that DRESSER-RAND's timekeeping system reported that Mr. Anthony and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Anthony and other aggrieved employees were entitled to a meal period penalty. Thus, Mr. Anthony and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Furthermore, DRESSER-RAND engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Anthony and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that DRESSER-RAND did pay other aggrieved employees for missed, late, and interrupted meal periods, DRESSER-RAND did not pay other aggrieved employees at the correct rate of pay for premiums because DRESSER-RAND systematically failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, DRESSER-RAND failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Anthony and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

DRESSER-RAND regularly failed to authorize and permit Mr. Anthony and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, DRESSER-RAND's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Anthony and other aggrieved employees from being relieved of all duty to take rest periods. DRESSER-RAND's management erroneously informed Mr. Anthony and other aggrieved employees that they were only entitled to two (2) 15-minute rest periods per shift, regardless of the shift length, which were to be combined into a 30-minute block and taken at 8:15 a.m. Thus, DRESSER-RAND also wholly failed to schedule compliant, timely rest periods, which, coupled with DRESSER-RAND's failure to provide adequate rest period coverage, further led to Mr. Anthony and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, upon information and belief, DRESSER-RAND maintained a company-wide on-premises rest period policy, which mandated that Mr. Anthony and/or other aggrieved employees remain on DRESSER-RAND's premises during their rest periods. Because Mr. Anthony and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, DRESSER-RAND effectively maintained control over Mr. Anthony and/or other aggrieved employees during rest periods.

As a result of DRESSER-RAND's practices and policies, Mr. Anthony and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Anthony was never authorized or permitted to take second or third rest periods on shifts he was entitled to receive them, and, approximately 2-3 times per week, had his first rest periods cut short and/or interrupted due to his heavy workload and/or lack of coverage.

DRESSER-RAND also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of

this practice and/or policy, Mr. Anthony and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that DRESSER-RAND did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, DRESSER-RAND did not pay other aggrieved employees at the correct rate of pay for premiums because DRESSER-RAND failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, DRESSER-RAND failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Anthony and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. DRESSER-RAND has not provided Mr. Anthony and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, DRESSER-RAND has knowingly and intentionally provided Mr. Anthony and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, DRESSER-RAND issued uniform wage statements to Mr. Anthony and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, DRESSER-RAND violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because DRESSER-RAND did not accurately record the time Mr. Anthony and other aggrieved employees spent working off-the-clock, improperly rounded their total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), DRESSER-RAND did not list the correct amount of gross wages and net wages earned by Mr. Anthony and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, DRESSER-RAND failed to accurately list the total number of hours worked by Mr. Anthony and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because DRESSER-RAND did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, DRESSER-RAND did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). DRESSER-RAND also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Third, and separate from these violations, DRESSER-RAND issued uniform wage statements to Mr. Anthony and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Anthony's and other aggrieved employees' wage statements incorrectly list the employer as "Dresser-Rand Company," with the address "10205 Westheimer Rd, Houston, TX 777042," but, according to the California Secretary of State's website, there is no such entity by this name or address.

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), DRESSER-RAND willfully failed to maintain accurate payroll records for Mr. Anthony and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Anthony's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, DRESSER-RAND failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Anthony and other aggrieved employees, in violation of section 1198. As stated, DRESSER-RAND engaged in a

company-wide practice and/or policy of automatically deducting meal periods from Mr. Anthony's and other aggrieved employees' time records regardless of if or when meal periods were actually taken, and thereby failed to keep accurate records of meal start and end times for Mr. Anthony and other aggrieved employees. Furthermore, in light of DRESSER-RAND's failure to provide Mr. Anthony and other aggrieved employees with second 30-minute meal periods to which they were entitled, DRESSER-RAND kept no records of meal start and end times for second meal periods.

Because DRESSER-RAND failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Anthony and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Anthony and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, DRESSER-RAND failed to pay Mr. Anthony and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

DRESSER-RAND willfully failed to pay Mr. Anthony and other aggrieved employees who are no longer employed by DRESSER-RAND all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving DRESSER-RAND's employ.

Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 246 – Failure to Provide Written Notice of Paid Sick Leave

California's Healthy Workplaces, Healthy Families Act of 2014 was enacted to provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Codified at California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249, section 246(i) provides that an employer must provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off that an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement or in a separate written statement provided on the designated pay date with the employee's wages.

During the relevant time period, DRESSER-RAND has failed to provide Mr. Anthony and other aggrieved employees written notice on wage statements and/or other separate written statements that listed the amount of paid sick leave (or equivalent paid leave or paid time off) available to them. DRESSER-RAND's ongoing and systematic failure to provide written notice of sick leave benefits to Mr. Anthony and other aggrieved employees violates California Labor Code section 246(i).

Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 551 and 552 – Failure to Provide One Day's Rest in Seven

California Labor Code section 551 provides that every person employed in any occupation of labor is entitled to one day's rest in seven. California Labor Code section 552 prohibits employers from requiring employees to work more than six consecutive days without a day of rest. California Labor Code section 556 exempts an employer from the day-of-rest requirement when the total hours worked by an employee do not exceed 30 hours in any week or six hours in any one day thereof.

During the relevant time period, DRESSER-RAND scheduled Mr. Anthony and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Anthony and other aggrieved employees worked over 30 hours per week and over six (6) hours per day in any one day in a workweek, they were not exempt from the day-of-rest requirement. To the extent that Mr. Anthony and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid. Thus, DRESSER-RAND willfully caused Mr. Anthony and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552.

Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 1-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, DRESSER-RAND had a company-wide policy of requiring Mr. Anthony and other aggrieved employees to utilize their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but DRESSER-RAND failed to reimburse them for the costs of their work-related mobile device expenses. Mr. Anthony and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including taking and sending photographs of equipment and responding to calls or text messages from DRESSER-RAND's management and other employees regarding work assignments. Although DRESSER-RAND required Mr. Anthony and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related duties, DRESSER-RAND failed to reimburse them for these costs.

Additionally, during the relevant time period, DRESSER-RAND, on a company-wide basis, required Mr. Anthony and other aggrieved employees to purchase their own tools and equipment, which were necessary for the completion of their work-related duties. For example, Mr. Anthony was required to purchase screwdrivers, sockets, and wrenches, in order to perform his work duties, but was not reimbursed for these costs. Thus, DRESSER-RAND failed to provide tools and equipment to Mr. Anthony and other aggrieved employees, forcing them to procure their own, and failed to reimburse Mr. Anthony and other aggrieved employees for these costs.

DRESSER-RAND could have provided Mr. Anthony and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and tools and equipment, or, DRESSER-RAND could have reimbursed employees for the costs of their mobile device usage and tool and equipment expenses. Instead, DRESSER-RAND passed these operating costs off onto Mr. Anthony and other aggrieved employees.

Thus, DRESSER-RAND had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Anthony and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

DRESSER-RAND failed to provide Mr. Anthony and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). DRESSER-RAND's failure to provide Mr. Anthony and other aggrieved employees with written notice of basic information regarding their employment with DRESSER-RAND is in violation of Labor Code section 2810.5.

Mr. Anthony and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." DRESSER-RAND, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Anthony's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Anthony seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Anthony, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DRESSER-RAND for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Anthony seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: DRESSER RAND COMPANY (via U.S. Certified Mail); DRESSER-RAND GROUP INC. (via U.S. Certified Mail); DRESSER-RAND LLC (via U.S. Certified Mail); SIEMENS ENERGY, INC. (via U.S. Certified Mail); SIEMENS ENERGY STAFFING, INC. (via U.S. Certified Mail)

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9590 9402 7420 2055 3571 36

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☐ Adult Signature Required	\$ _____
☐ Adult Signature Restricted Delivery	\$ _____
Postage	\$ _____
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DRESSER RAND COMPANY
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ORLANDO, FL 92817



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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

- ☐ Add Signature
- ☐ Add Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
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DRESSER-RAND GROUP INC.
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HOUSTON, TX 77079

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HOUSTON, TX 77079



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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Adult Signature Restricted Delivery \$

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DRESSER-RAND GROUP INC.
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HOUSTON, TX 77079

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DRESSER-RAND GROUP INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817

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US TAX DEPT MS AFS-466
ORLANDO, FL 32817



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A. Signature

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B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

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☐ Collect on Delivery

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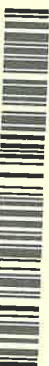
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HOUSTON, TX 77079



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A. Signature

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☐ Agent

B. Received by (Printed Name)

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C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type

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Postage \$
Total Postage and Fees \$

SIEMENS ENERGY, INC.
4400 ALAFAYA TRAIL
ORLANDO, FL 32826

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SIEMENS ENERGY, INC.
4400 ALAFAYA TRAIL
ORLANDO, FL 32826

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIEMENS ENERGY, INC.
4400 ALAFAYA TRAIL
ORLANDO, FL 32826

9590 9402 6975 1225 9581 33

2. Article Number (Transfer from service label)

7021 1970 0000 2660 1266

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ NO

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW PC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 1273

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage
\$
Total Postage and Fees \$

Postmark
Here

7021 1970 0000 2660 1273

SIEMENS ENERGY, INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SIEMENS ENERGY, INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

SIEMENS ENERGY, INC.
3850 QUADRANGLE BLVD
US TAX DEPT MS AFS-466
ORLANDO, FL 32817



9590 9402 6975 1225 9581 40

2. Article Number (Transfer from service label)

7021 1970 0000 2660 1273

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☐ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Certified Mail Signature Confirmation
- ☐ Certified Mail Signature Confirmation Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone
LAW, APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL®



7021 1970 0000 2660 1280

SIEMENS ENERGY STAFFING, INC.
3504 LAKE LYNDIA DRIVE
LAUREL BLDG, SUITE 390
ORLANDO, FL 32817

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
 - Print your name and address on the reverse so that we can return the card to you.
 - Attach this card to the back of the mailpiece, or on the front if space permits.
1. Article Addressed to:

SIEMENS ENERGY STAFFING, INC.
3504 LAKE LYNDIA DRIVE
LAUREL BLDG, SUITE 390
ORLANDO, FL 32817



9590 9402 6975 1225 9581 26

2 Article Number (Transfer from service label)

7021 1970 0000 2660 1280

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery
- ☐ Priority Mail Express®

4. Collect on Delivery Restricted Delivery (if applicable)

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

Total Postage and Fees \$

Postmark
Here

7021 1970 0000 2660 1280

SIEMENS ENERGY STAFFING, INC.
3504 LAKE LYNDIA DRIVE
LAUREL BLDG, SUITE 390
ORLANDO, FL 32817

Capstone
LAW, APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067

CERTIFIED MAIL™



7021 1970 0000 2660 1297

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our web site at www.usps.com™
OFFICIAL USE

Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
Postage \$
Total Postage and Fees \$

SIEMENS ENERGY STAFFING, INC.
850 QUADRANGLE BLVD
US TAX DEPT MS AFS466
ORLANDO, FL 32817

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SIEMENS ENERGY STAFFING, INC.
850 QUADRANGLE BLVD
US TAX DEPT MS AFS466
ORLANDO, FL 32817



9590 9402 6975 1225 9581 19

2. Article Number (Transfer from service label)

7021 1970 0000 2660 1297

PS Form 3811, July 2020 PSN 7530-02-000-9058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **September 28, 2022**, I served the document described as:

**FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION
UNDER THE PRIVATE ATTORNEY GENERAL ACT, CALIFORNIA LABOR CODE
§§ 2698, ET SEQ.**

on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Dorothy L. Black (SBN 211260)
Suzana I. Sinatra (SBN 201727)
JACKSON LEWIS P.C.
225 Broadway, Suite 2000
San Diego, CA 92101
Telephone: (619) 573-4900
Facsimile: (619) 573-4901
dorothy.black@jacksonlewis.com
susan.sinatra@jacksonlewis.com

Attorney's for Defendant's:
DRESSER-RAND COMPANY,
DRESSER-RAND GROUP INC.,
DRESSER-RAND LLC, SIEMENS
ENERGY, INC. and SIEMENS ENERGY
STAFFING, INC.

Shannon B. Nakabayashi (SBN 215469)
JACKSON LEWIS P.C.
50 California Street, 9th Floor
San Francisco, CA 94111
Telephone: 415-394-9400
shannon.nakabayashi.@jacksonlewis.com

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **September 28, 2022** at Los Angeles, California.

Jasmine Garcia
Type/Print Name

Signature