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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

JOSEPH CUSACK, On Behalf of the State of California, Aggrieved Employees, and Others Similarly Situated,

Plaintiff,

v.

STANTEC CONSULTING SERVICES INC. and DOES 1-50, inclusive,

Defendant.

Case No. 25CV130075

ORIGINAL CLASS AND PAGA ACTION COMPLAINT FOR VIOLATIONS OF:

(1) Failure to Pay for All Hours Worked (Lab. Code § 1194);

(2) Failure to Pay Overtime (Lab. Code § 510);

(3) Failure to Authorize and Permit and/or Make Available Meal and Rest Periods (Lab. Code §§ 226.7 and 512);

(4) Failure to Provide Timely and Accurate Itemized Wage Statements (Lab. Code § 226);

(5) Waiting Time Penalties (Lab. Code §§ 201-203);

(6) Unlawful Business Practices (Bus. & Prof. Code §§ 17200 *et seq.*);

(7) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(a)); and

(8) Civil Penalties Pursuant to the Private Attorneys General Act (Lab. Code § 2699(f)).

SUMMARY

1. Joseph Cusack ("Cusack") brings this class action to recover unpaid wages and other damages from Stantec Consulting Services Inc. (Stantec) and Does 1-50, inclusive ("Stantec").

2. Cusack, on behalf of the State of California and Aggrieved Employees, also brings this enforcement action to recover civil penalties against Stantec pursuant to the Private Attorneys General Act, as amended ("PAGA").

3. Stantec employed Cusack as one of its Straight Time Employees (defined below). Cusack is also an Aggrieved Employee.

4. Cusack, the Aggrieved Employees, and the other Straight Time Employees regularly work more than 8 hours a day and 40 hours a week.

5. Stantec pays Cusack, the Aggrieved Employees, and the other Straight Time Employees by the hour.

6. Cusack, the Aggrieved Employees, and the other Straight Time Employees also occasionally work double time hours.

7. But Stantec does not pay Cusack, the Aggrieved Employees, and the other Straight Time Employees for all hours worked at the required premium overtime and double time rates.

8. Instead, Stantec misclassifies Cusack, the Aggrieved Employees, and other Straight Time Employees as exempt and pays them the same hourly rate for all hours worked (Stantec's "straight time for overtime pay scheme").

9. Further, Stantec frequently does not authorize, permit, and make available compliant meal and/or rest periods to Cusack, the Aggrieved Employees, and the other Straight Time Employees, which they are entitled to under the California Labor Code and relevant Wage Orders.

10. Thus, Stantec fails to authorize, permit, and/or make available required meal and/or rest periods to Cusack, the other Aggrieved Employees, and the other Straight Time Employees.

11. Stantec fails to provide premium compensation to Cusack, the Aggrieved Employees, and the other Straight Time Employees for missed and denied meal and/or rest periods.

12. And Stantec's violative policies and practices result in non-compliant wage statements as to Cusack, the Aggrieved Employees, and the Straight Time Employees.

13. Among other omissions and shortcomings, the wage statements Stantec provides to Cusack, the Aggrieved Employees, and the other Straight Time Employees fail to accurately reflect their gross wages earned, net wages earned, and/or premium pay owed.

14. Because of Stantec's failure to pay all wages (including overtime wages, double time wages, and premium pay) owed, Cusack, the Aggrieved Employees, and the other Straight Time Employees do not receive all wages owed during employment.

15. Therefore, Cusack and the Aggrieved Employees do not receive all wages owed in a timely manner during their employment.

16. Therefore, Cusack, the Aggrieved Employees, and the other Straight Time Employees who are Stantec's former employees do not receive all wages owed following upon from employment.

17. Cusack brings this Action to recover all statutory and civil penalties and other damages owed under applicable California law on behalf of the State of California, Aggrieved Employees, and Straight Time Employees.

18. Cusack seeks to remedy the unlawful practices Stantec has imposed and continues to impose on its workers in California, which deprive Aggrieved Employees and Straight Time Employees of their lawfully earned compensation.

JURISDICTION & VENUE

19. This Court has jurisdiction over the State's and Cusack's claims pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court "original jurisdiction on all other causes" except those given by statute to other courts. The statutes under which this Action is brought do not specify any other basis for jurisdiction.

20. Cusack electronically filed his written PAGA Notice with the California Labor and

Workforce Development Agency ("LWDA") on April 30, 2025. More than 65 days have passed without the LWDA providing notice of an intent to investigate pursuant to Labor Code § 2699.3. Cusack has complied with all requirements under California Labor Code § 2699.3(a).

21. This Court has personal jurisdiction over Stantec because Stantec is registered to do business in California and has purposefully availed itself of the benefits of the State by doing business in and employing workers in California, including Cusack and the other Aggrieved Employees.

22. Venue is proper in this judicial district pursuant to CCP §§ 393 and/or 395.5.

23. Stantec has employed Aggrieved Employees within Alameda County during the relevant period.

24. Stantec conducts business in this County, employs Aggrieved Employees in this County, and therefore liability under PAGA arises in this County.

Parties

25. Cusack worked for Stantec as an archaeologist associate/field director from approximately March 2022 until May 2024 in California.

26. Throughout his employment, Stantec paid Cusack by the hour and misclassified Cusack as exempt to avoid paying him overtime (and double time) wages.

27. Likewise, Stantec frequently did not authorize and permit Cusack to take *bona fide*, compliant meal and rest periods.

28. And Cusack did not actually receive *bona fide*, compliant meal and rest periods.

29. And Stantec did not pay Cusack the required premium pay for the first missed meal and rest period each workday.

30. The other Straight Time Employees are likewise subject to Stantec's straight time for overtime pay scheme and did not receive compliant meal and rest periods or the requisite premium pay.

31. The putative class of similarly situated employees is defined as:

All current and former hourly Stantec employees who performed work in California at any time during the last four years through final resolution of this Action (the "Straight Time Employees").

32. Cusack also brings this action on behalf of the State of California and on behalf of all of Stantec's current and former hourly employees employed in California who suffered one or more Labor Code violations Cusack suffered, which are enumerated in Labor Code §§ 2698 *et seq.*, and who worked for Stantec any time since one year and 65 days before the filing of this Complaint through final resolution of this Action (the "Aggrieved Employees").

33. Cusack is an "Aggrieved Employee" within the meaning of Labor Code § 2699(c) because Stantec employed him, and he suffered one or more of the alleged Labor Code and/or Wage Order violations committed by Stantec within the relevant limitations period.

34. Cusack, Straight Time Employees, and Aggrieved Employees were employees of Stantec at all relevant times, within the meanings set forth in the California Labor Code and the applicable Wage Order(s).

35. Stantec is a New York corporation headquartered in Denver, Colorado.

36. Stantec may be served with process by serving its registered agent: **1505 Corporation CSC – Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Ste. 150N, Sacramento, California 95833**.

37. Stantec was Cusack's, Straight Time Employees', and the Aggrieved Employees' employer or person(s) acting on behalf of their employer(s), either individually, or as an officer, agent, or employees of another person, within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law for each hour and overtime/double time hour worked, and as such, is subject to civil penalties.

38. Each of the fictitiously named defendants participated in the acts alleged in this Complaint.

39. The true names and capacities of the defendants named as DOES 1 through 50, inclusive, are presently unknown to Cusack.

40. Cusack will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained.

41. Cusack is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts alleged in this Complaint.

Facts

42. Stantec is a consulting firm focusing on "sustainable engineering, architecture, and environmental consulting."[1]

43. To meet its business objectives, Stantec employs workers, such as Cusack, the Straight Time Employees, and the other Aggrieved Employees, to provide services for its clients, including in California.

44. Stantec willfully misclassifies Cusack, Straight Time Employees, and Aggrieved Employees as exempt employees and fails to pay them overtime and double time at the required premium rates, among other violations.

45. For example, Cusack worked for Stantec as an archaeologist associate/field director from approximately March 2022 through May 2024 in and around Los Angeles County, California.

46. Cusack's primary job duties included writing reports, preparing field equipment, leading field operations, and managing data processing.

47. Cusack was Stantec's hourly employee.

48. Stantec never paid Cusack a guaranteed sum calculated on weekly or less frequent basis.

49. Thus, Stantec never paid Cusack on a salary basis.

50. Cusack reported his hours to Stantec through its designated timekeeping system.

51. Stantec reviewed and approved Cusack's hours worked each workday and workweek.

52. Stantec's records reflect the hours Cusack worked "on the clock."

53. Cusack regularly worked more than 8 hours a workday and 40 hours a workweek, while employed by Stantec.

54. Indeed, Cusack typically worked 9 to 10 hours a workday for 5 to 6 days a workweek.

[1] https://www.stantec.com/en/about (last visited July 7, 2025).

55. Despite Stantec knowing Cusack regularly worked overtime hours, he was not paid overtime wages for all the hours he worked over 8 in a workday and 40 in a workweek (and double time wages when occasionally working in excess of 12 hours in a workday).

56. Instead, Stantec paid him under its straight time for overtime pay scheme.

57. Stantec paid Cusack approximately $38.25 an hour for all hours worked, including hours over 8 in a day and 40 in a workweek.

58. Stantec paid him a single hourly rate (straight time) for each "on the clock" hour he worked.

59. Stantec thus failed to pay Cusack at least 1.5 times his regular rate of pay for all of the hours he worked in excess of 8 hours in a day and/or 40 in a workweek.

60. Likewise, Stantec failed to pay Cusack double time wages when he worked in excess of 12 hours in a workday.

61. And while exact job duties and locations worked may differ, Cusack and the Straight Time Employees and Aggrieved Employees are all subject to Stantec's same or similar straight time for overtime pay scheme.

62. Like Cusack, Stantec pays the other Straight Time Employees and Aggrieved Employees by the hour.

63. Like Cusack, Stantec requires the other Straight Time Employees and Aggrieved Employees to report their hours worked.

64. And Stantec likewise reviews and approves the other Straight Time Employees' and Aggrieved Employees' hours.

65. Thus, just as Stantec maintains records of the hours Cusack worked, it also maintains records of the hours the other Straight Time Employees and Aggrieved Employees work.

66. Stantec's records show the Straight Time Employees and Aggrieved Employees, like Cusack, regularly work more than 8 hours a workday and 40 hours a workweek.

67. Every Straight Time Employees and Aggrieved Employee worked more than 8 hours in at least one workday and/or 40 hours in at least one workweek during the relevant period.

68. Despite knowing the other Straight Time Employees and Aggrieved Employees regularly work overtime hours (and double time hours), Stantec does not pay them premium overtime wages for all such overtime (and double time) hours worked at the correct rates of pay.

69. Thus, under Stantec's straight time for overtime pay scheme, like Cusack, the other Straight Time Employees and Aggrieved Employees do not receive the required time and a half overtime or double time premium for hours worked over 8 in a workday and 40 in a workweek, while employed by Stantec.

70. Likewise, Stantec fails to authorize, permit, or make available required and compliant meal periods to Cusack, Straight Time Employees, and Aggrieved Employees when they work in excess of five hours in a workday.

71. Stantec also fails to authorize, permit, or make available required rest periods to Cusack, Straight Time Employees, and Aggrieved Employees for every four hours or major fraction thereof that they work.

72. Stantec fails to provide premium compensation to Cusack, Straight Time Employees, and Aggrieved Employees for missed and/or denied meal and/or rest periods.

73. And Stantec fails to provide Cusack, Straight Time Employees, and Aggrieved Employees with accurate itemized wage statements as required by California law.

74. The wage statements Stantec provides to Cusack, Straight Time Employees, and Aggrieved Employees are inaccurate because they do not reflect the accurate number of hours worked, the actual gross wages earned, overtime wages earned, double time wages earned, premium pay earned, and/or actual net wages earned, in willful violation of California law.

75. As a consequence of Stantec's failure to pay Cusack and the other Aggrieved Employees all wages owed, including overtime, double time, and premium wages, Cusack and Aggrieved Employees do no receive all wages owed during their employment in a timely manner as required by Labor Code § 204.

76. Additionally, Stantec owes Cusack, Straight Time Employees, and Aggrieved Employees unpaid wages, including overtime wages and premium wages, when their employment terminates.

77. Thus, Stantec fails to pay all wages due to the Straight Time Employees and Aggrieved Employees upon termination of employment, in willful violation of California law.

78. Stantec's violations of the California Labor Code are willful, carried out in bad faith, and have caused significant damage to the Aggrieved Employees.

C.C.P. § 382 Class Action Allegations

79. Cusack incorporates all other paragraphs by reference.

80. Cusack brings his claims (other than those for civil penalties asserted under Labor Code § 2699) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

81. Like Cusack, the other Straight Time Employees are uniformly victimized by Stantec's uniform misclassification scheme, straight time for overtime policies, meal period and rest period policies, and wage statement practices.

82. Other Straight Time Employees worked with Cusack and indicated they were paid in the same manner, performed similar work, and were subject to Stantec's same misclassification scheme, straight time for overtime, meal break, and rest break policies/practices.

83. Based on his experience with Stantec, Cusack is aware Stantec's uniform misclassification scheme, straight time for overtime policies, meal period and rest period policies, and wage statement practices, were imposed on the Straight Time Employees.

84. The Straight Time Employees are known to Stantec and can be readily identified through Stantec's business and personnel records.

85. The Straight Time Employees are similarly situated in the most relevant respects.

86. Even if their precise job titles, exact duties, and locations might vary, these differences do not matter for the purposes of determining their entitlement to overtime wages for hours worked over 8 in a workday and 40 in a workweek for all hours worked, compliant meal and rest periods, premium pay for missed meal and rest periods, accurate wages statements, and timely payment of wages upon termination of employment.

87. Rather, the Straight Time Employees' claims are held together by Stantec's uniform misclassification scheme, straight time for overtime policies, meal period and rest period

policies, and wage statement practices, which systematically deprived Cusack and the other Straight Time Employees of their earned overtime wages, premium wages, accurate wage statements, and timely wages upon termination of employment.

88. Stantec's records reflect the number of hours the Straight Time Employees recorded each workday and workweek.

89. And Stantec's records show it failed to pay the Straight Time Employees overtime at the applicable premium rates for all hours worked in excess of 8 a day and 40 a week, as well as premium pay for numerous days it denied them compliant meal and rest periods.

90. The back wages owed to Cusack and the other Straight Time Employees can therefore be calculated using the same formula applied to the same records.

91. Even to the extent Cusack's and Straight Time Employees' damages cannot be calculated from Stantec's internal records, their unpaid overtime/double time pay can be determined based on representative proof and a just and reasonable inference of the hours worked from common evidence.

92. Even if the issue of damages were somewhat individual in character, the damages can be calculated by reference to Stantec's records, and there is no detraction from the common nucleus of liability facts.

93. Therefore, the issue of damages does not preclude class treatment.

94. And Cusack's experiences are therefore typical of the experiences of the other Straight Time Employees.

95. Cusack has no interest contrary to, or in conflict with, the interests of other Straight Time Employees that would prevent class treatment.

96. Like each Straight Time Employee, Cusack has an interest in obtaining the unpaid wages owed to him under California law.

97. Cusack and their counsel will fairly and adequately represent the Straight Time Employees and their interests.

98. Indeed, Cusack retained counsel with significant experience in handling complex class action litigation.

99. A class action, such as this one, is superior to other available means for fair and efficient adjudication of this matter.

100. Absent this class action, many Straight Time Employees will not obtain redress for their injuries, and Stantec will reap the unjust benefits of violating California labor laws.

101. Further, even if some of the Straight Time Employees could afford individual litigation against Stantec, it would be unduly burdensome to the judicial system.

102. Indeed, the multiplicity of actions would create a hardship for the Straight Time Employees, the Court, and Stantec.

103. Conversely, concentrating the litigation in one forum will promote judicial economy and consistency, as well as parity among the Straight Time Employees' claims.

104. The questions of law and fact that are common to each Straight Time Employee predominate over any questions affecting solely the individual members.

105. The common questions of law and fact include:

a. Whether Stantec misclassified the Straight Time Employees as exempt from overtime/double time under the Labor Code;

b. Whether Stantec failed to pay the Straight Time Employees premium overtime wages for all overtime hours worked;

c. Whether Stantec failed to pay the Straight Time Employees premium double time wages for all double time hours worked;

d. Whether Stantec failed to pay its Straight Time Employees one hour of premium pay for each day it deprived them of compliant meal period(s);

e. Whether Stantec failed to pay its Straight Time Employees one hour of premium pay for each day it failed to provide them with compliant rest period(s);

f. Whether Stantec failed to provide its Straight Time Employees with accurate, itemized wage statements;

g. Whether Stantec failed to timely pay all earned wages to the

Straight Time Employees upon termination of employment;

h. Whether Stantec's decision not to pay the Straight Time Employees overtime wages for all hours worked, including overtime and double time hours, was made in good faith;

i. Whether Stantec's decision not to pay the Straight Time Employees premium pay for each day it denied them a compliant meal and/or rest period was made in good faith;

j. Whether Stantec's decision not to provide the Straight Time Employees with accurate itemized wage statements was made in good faith; and

k. Whether Stantec's violations were willful.

106. Cusack knows of no difficulty that will be encountered in the management of this litigation that would preclude its ability to go forward as a class action.

107. As part of its regular business practices, Stantec intentionally, willfully, and repeatedly violated California law concerning Cusack and the other Straight Time Employees.

79. Stantec's illegal policies deprived Cusack and the other Straight Time Employees of the earned overtime/double time wages, meal and rest periods, premium pay for missed breaks, timely pay upon termination of employment, and accurate wage statements they are owed under California law.

Count I

Failure to Pay for All Hours Worked Pursuant to Lab. Code § 1194

80. Cusack brings his straight time wages claim under the California Labor Code and IWC Wage Order(s) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

81. At all relevant times, Stantec was subject to the Labor Code and applicable Wage Order(s) because Stantec was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

82. At all relevant times, Stantec employed Cusack and the other Straight Time

Employees as its covered "employees" within the meaning prescribed in the Labor Code.

83. Stantec expects and/or requires Cusack and the Straight Time Employees to under-report their overtime and double time rates of pay through its straight time for overtime pay scheme.

84. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

85. Labor Code § 200(a) defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

86. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Orders.

87. IWC Wage Order 4-2001(2)(K) defines hours worked 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."

88. Stantec requires Cusack and the Straight Time Employees to perform substantial hours of overtime (and double time) work for which it does not pay overtime (or double time) rates.

89. Stantec's straight time for overtime pay scheme results in underpayment of Cusack's and the Straight Time Employees' overtime (and double time) hours worked.

90. Stantec willfully engaged in and continues to engage in a policy and practice of not compensating Cusack and the Straight Time Employees for all hours overtime hours worked at 1.5 times these employees' regular rates of pay and 2 times these employees' regular rates of pay for all double time hours worked.

91. Stantec knowingly and willfully refuses to perform its obligations to provide Cusack and the Straight Time Employees with compensation at the required rates for all overtime (and double time) hours worked.

92. Stantec's unlawful conduct harmed Cusack and the Straight Time Employees by depriving them of their wages at the required rates for all hours worked, which they are owed under California law.

93. Despite having knowledge or the ready ability to gather knowledge of the precise number of overtime (and/or double time) hours worked and the appropriate rates of pay using basic diligence, Stantec regularly fails to compensate Cusack and the Straight Time Employees for all hours worked at the required overtime and/or double time rates of pay.

94. As such, Stantec committed, and continues to commit, the acts alleged herein knowingly and willfully, and in conscious disregard of Cusack's and the Straight Time Employees' rights.

95. Accordingly, Cusack and the Straight Time Employees are thus entitled to recover nominal, actual, liquidated, and compensatory damages, plus interest, attorneys' fees, expenses, and costs of suit.

Count II

Failure to Pay Overtime & Double Time Pursuant to Lab. Code § 510

96. Cusack brings his overtime and double time claims under the California Labor Code and IWC Wage Order(s) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

97. At all relevant times, Stantec was subject to the Labor Code and applicable Wage Order(s) because Stantec was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

98. At all relevant times, Stantec employed Cusack and the Straight Time Employees as its covered "employees" within the meaning prescribed in the Labor Code.

99. Cusack and the Straight Time Employees are entitled to overtime and double-time pay, based on all remuneration, under the Labor Code and applicable Wage Orders.

100. Labor Code § 510(a) provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

101. IWC Wage Order 17-2001(4) states that employees:

> . . . shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

102. Labor Code § 1194(a) provides:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

103. Labor Code § 1198 makes it unlawful for employers, like Stantec, to employ employees, including Cusack and the Straight Time Employees, under conditions that violate the IWC Wage Order(s).

104. Despite regularly working over 8 hours a workday and 40 hours a workweek as part of their normal and regular schedules, Stantec did not pay Cusack and the Straight Time Employees overtime wages for all overtime hours worked at rates of at least 1.5 times their regular rates of pay.

105. Despite occasionally working over 12 hours a day with Stantec's knowledge of such work, Stantec did not pay Cusack and the Straight Time Employees double-time wages for all double-time hours worked.

106. Stantec's unlawful conduct harmed Cusack and the Straight Time Employees by depriving them of the overtime and double time wages they are owed under California law.

107. Accordingly, Stantec owes Cusack and the Straight Time Employees the unpaid balance of the full amount of overtime and double time wages owed and interest at the highest applicable rates.

108. Finally, Stantec is also liable to Cusack and the Straight Time Employees for their reasonable attorneys' fees and costs incurred in this action.

COUNT III

FAILURE TO AUTHORIZE, PERMIT, AND/OR MAKE AVAILABLE REST PERIODS PURSUANT TO LAB. CODE §§ 226.7 AND 512

109. Cusack brings his meal and rest period claims under the California Labor Code and IWC Wage Order(s) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

110. At all relevant times, Stantec was subject to the Labor Code and applicable Wage Orders.

111. At all relevant times, Stantec was Cusack's and the Straight Time Employees' "employer" within the meaning prescribed in the Labor Code.

112. At all relevant times, Cusack and each Straight Time Employee was Stantec's "employee" within the meaning prescribed in the Labor Code.

113. At all relevant times, Cusack and the Straight Time Employees were entitled to compliant, *bona fide* meal and rest periods under the California Labor Code and applicable IWC Wage Order(s).

114. Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage Order(s) require employers, like Stantec, to authorize and permit meal and rest periods to their employees, including Cusack and the Straight Time Employees.

115. Specifically, Sections 226.7 and 512 of the California Labor Code and applicable IWC Wage Order(s) require employers, like Stantec, to provide employees, including Cusack and the Straight Time Employees, one uninterrupted 30-minute meal period when they work more

than 5 hours per day and a second uninterrupted 30-minute meal period when they work more than 10 hours in day.

116. Similarly, Section 226.7 of the California Labor Code and the applicable Wage Orders require employers, like Stantec, to authorize and permit employees, including Cusack and the Straight Time Employees, to take 10 minutes of rest time per 4 hours (or major fraction thereof) of work, and to pay employees their full wages during those rest periods.

117. Unless employees are relieved of all duties during their 30-minute meal period(s) and 10-minute rest period(s), the employees are considered "on duty," and the meal/rest period must be counted as time worked under the applicable IWC Wage Order(s).

118. Pursuant to Section 226.7(b) of the California Labor Code and applicable IWC Wage Order(s), employers, like Stantec, who fail to provide an employee with a required meal and/or rest period must, as compensation, pay the employee one hour of pay at the employee's regular rate for each day that the meal and/or rest period was not authorized or permitted.

119. At all relevant times, Stantec routinely failed to make meal periods available to Cusack and the Straight Time Employees.

120. Despite long days regularly lasting in excess of 8, and occasionally 12 hours, Cusack and the Straight Time Employees are regularly unable to take a meal period, prevented from timely taking a meal period, are otherwise subject to interruption during their meal periods, and are frequently interrupted during their attempted meal periods.

121. Cusack and the Straight Time Employees are not paid one hour of premium pay for their missed meal periods as required by California law.

122. Similar to meal periods, at all relevant times, Stantec regularly fails to make rest periods available to Cusack and the Straight Time Employees.

123. When available, if ever, Cusack's and the Straight Time Employees' rest periods were often not compliant, but rather, were generally untimely and/or short.

124. Cusack and the Straight Time Employees do not receive premium pay for their missed rest periods as required by California law.

125. Stantec's unlawful conduct harmed Cusack and the Straight Time Employees by depriving them of compliant meal and rest periods, as well as premium pay.

126. Stantec knowingly, willfully, or in reckless disregard carried out this pattern or practice of failing to provide Cusack and the Straight Time Employees compliant meal and rest periods and required premium pay for missed meal and rest periods.

127. Accordingly, Cusack and the Straight Time Employees are entitled to compensation for Stantec's failure to authorize, permit, and/or make available meal and rest periods, plus interest, attorneys' fees, expenses and costs of suit.

Count IV

Failure to Provide Compliant Wage Statements

Pursuant to Lab. Code § 226

128. Cusack brings his wage statement claim under the California Labor Code and IWC Wage Order(s) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

129. At all relevant times, Stantec was subject to the Labor Code and applicable Wage Order(s) because Stantec was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

130. At all relevant times, Stantec employed Cusack and the Straight Time Employees as its covered "employees" within the meaning prescribed in the Labor Code.

131. Labor Code § 226(a) provides:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, (8) the name and address of the legal entity that is the employer and, if the

> employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee .... The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

132. The applicable Wage Order(s) establish similar wage statement requirements.

133. Labor Code § 226(e) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

134. As a result of its aforementioned illegal practices, Stantec does not provide timely, accurate itemized wage statements to Cusack and the Straight Time Employees, in violation of Labor Code § 226(a) and the applicable Wage Order(s).

135. Specifically, the wage statements Stantec provides Cusack and the Straight Time Employees do not accurately reflect their actual hours worked, their actual gross wages earned, their actual overtime wages earned, their actual double time wages earned, their premium pay earned, and/or their actual gross or net wages earned.

136. Stantec's unlawful conduct harmed Cusack and the Straight Time Employees by depriving them of the accurate wage statements they are entitled to under California law.

137. Accordingly, Stantec is liable to Cusack and the Straight Time Employees for the amounts described above, plus interest.

138. Finally, Stantec is also liable to Cusack and the Straight Time Employees for their reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code § 226(e).

<u>Count V</u>

Waiting Time Penalties Pursuant to Lab. Code §§ 201-203

139. Cusack brings his waiting time penalties claim under the California Labor Code and IWC Wage Order(s) as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

140. At all relevant times, Stantec was subject to the Labor Code and applicable Wage Order(s) because Stantec was (and is) an "employer" within the meaning of the Labor Code and applicable Wage Order(s).

141. At all relevant times, Stantec employed Cusack and the Straight Time Employees as its covered "employees" within the meaning prescribed in the Labor Code.

142. Labor Code § 201 provides: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

143. Labor Code § 202 provides: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

144. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

145. Cusack and some of the other Straight Time Employees have left their employment with Stantec, at which time Stantec owed them unpaid wages.

146. These earned, but unpaid, wages derive from the unpaid earned wages, overtime pay, double time pay, and premium pay Stantec owes Cusack and the Straight Time Employees.

147. Stantec willfully refused and continues to refuse to pay Cusack and the Straight Time Employees all wages due and owing to them, in the form of earned wages, overtime pay, double time pay, and premium pay, upon the end of their employment as a result of Stantec's illegal

policies.

148. Stantec's unlawful conduct harmed Cusack and the Straight Time Employees by depriving them of the earnings and interest they are owed under California law.

149. Accordingly, Stantec is liable to Cusack and the Straight Time Employees for all penalties owing pursuant to Labor Code §§ 201-203.

150. Labor Code § 203 provides that an employee's wages will continue as a penalty up to 30 days from the time the wages were due.

151. Therefore, Cusack and other Straight Time Employees are entitled to penalties pursuant to Labor Code § 203, plus interest.

COUNT VI

VIOLATION OF CALIFORNIA'S UCL

PURSUANT TO BUS. & PROF. CODE §§ 17200, *ET SEQ.*

152. Cusack brings his UCL claim as a class action on behalf of himself and the other Straight Time Employees pursuant to Code of Civil Procedure § 382.

153. California Business and Professions Code § 17200, *et seq.*, prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business acts or practices.

154. Business and Professions Code § 17204 allows a person injured by the unfair business acts or practices to prosecute a civil action for violation of the UCL.

155. Labor Code § 90.5(a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

156. Beginning at an exact date unknown to Cusack, but at least during the 4 years prior to the filing of this Complaint, Stantec committed acts of unfair competition as defined by the UCL, be engaging in the unlawful, unfair, and fraudulent business acts and practices described in this Complaint, including, but not limited to:

a. Violations of Labor Code § 510 and IWC Wage Order 17-2001 pertaining to overtime and double time wages;

b. Violations of Labor Code § 1194 pertaining to paying employees for all wages owed;

c. Violations of Labor Code § 226 regarding accurate, timely, itemized wage statements;

d. Violations of Labor Code §§ 201-203 pertaining to waiting time penalties; and

e. Violations of Labor Code § 1174 pertaining to proper and accurate recordkeeping of employees' number of hours worked.

157. Stantec's violations of these California laws and regulations, as well as the fundamental California public policies protecting wages, serve as unlawful predicate acts and practices for purposes of Business and Professions Code §§ 17200, *et seq.*

158. Stantec's acts and practices described above constitute unfair, unlawful, and fraudulent business practices and unfair competition within the meaning of Business and Professions Code §§ 17200, *et seq.*

159. Among other things, Stantec's acts and practices have deprived Cusack and the other Straight Time Employees of rightfully earned wages, while enabling Stantec to gain an unfair competitive advantage over law-abiding employers and competitors.

160. Business and Professions Code § 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition.

161. Injunctive relief is necessary and appropriate to prevent Stantec from repeating the unlawful, unfair, and fraudulent business acts and practices alleged in this Complaint.

162. Stantec's unlawful conduct harmed Cusack and the other Straight Time Employees by depriving them of money and property, in the form of unpaid wages which are due and payable to them.

163. Business and Professions Code § 17203 authorizes the Court to restore any money

or property which may have been acquired by means of such unfair competition to Cusack and the other Straight Time Employees.

164. Cusack and the other Straight Time Employees are entitled to restitution pursuant to Business and Professions Code § 17203 for all wages and payments unlawfully withheld from them during the 4-year period prior to the filing of this Complaint.

165. Cusack's success in this action will enforce important rights affecting the public interest.

166. Therefore, Cusack sues on behalf of herself as well as the other similarly situated Straight Time Employees.

167. Accordingly, Cusack and the other Straight Time Employees seek and are entitled to unpaid wages, declaratory and injunctive relief, and all other equitable remedies owing to them.

168. Cusack takes upon herself enforcement of these laws and lawful claims.

169. There is a financial burden involved in pursuing this action, and the action is seeking to vindicate a public right and it would be against the interests of justice to penalize Cusack by forcing her to pay attorneys' fees from the recovery in this action.

170. Thus, attorneys' fees are appropriately awarded to Cusack pursuant to Code of Civil Procedure § 1021.5 and otherwise.

COUNT VII

CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(a)

171. Cusack brings these PAGA claims on behalf of the State of California and Aggrieved Employees.

172. Labor Code § 2699(a) provides:

> Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.

173. Labor Code § 203 provides, in relevant part:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days.

174. Labor Code § 226(a) provides:

> Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

175. Labor Code § 226(e)(1) provides:

> An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

176. Labor Code § 226.3 provides:

> Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law. In enforcing this section, the

> Labor Commissioner shall take into consideration whether the violation was inadvertent, and in his or her discretion, may decide not to penalize an employer for a first violation when that violation was due to a clerical error or inadvertent mistake.

177. Labor Code § 558(a) and (c) provide:

> (a) Any employer [] who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages…. (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

178. Cusack seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Stantec, as alleged in this Complaint, to timely pay all wages owed to the Aggrieved Employees in compliance with Labor Code §§ 201-202 in the amounts established by Labor Code § 203.

179. Cusack seeks such penalties as an alternative to the penalties available to individual litigants under Labor Code § 203 where applicable, as prayed for herein.

180. Cusack also seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by Stantec, alleged in this Complaint, to provide the Aggrieved Employees with accurate, itemized wage statements in compliance with Labor Code § 226(a) in the amounts established by Labor Code § 226(e).

181. Cusack also seeks civil penalties in the amounts described under Labor Code § 558 pursuant to Labor Code § 2699(a) for each pay period in which Stantec, as alleged in this Complaint, failed to pay the Aggrieved Employees for all overtime wages and double wages owed.

182. Pursuant to Labor Code § 2699.3(a)(1) and (2), Cusack provided the LWDA with notice of his intention to file this claim on April 30, 2025.

183. More than sixty-five (65) calendar days have passed without notice from the LWDA.

184. As such, Cusack has satisfied all administrative prerequisites to commence this civil action in compliance with § 2699.3(a).

185. Cusack seeks the aforementioned penalties on behalf of the State and the other Aggrieved Employees as set forth in Labor Code § 2699(g) and (i).

186. Stantec is liable to the Aggrieved Employees and the State of California for the civil penalties set forth in this Complaint, with interest thereon.

187. Cusack is also entitled to an award of attorneys' fees and costs as set forth below.

188. Wherefore, Cusack and the Aggrieved Employees request relief as hereinafter provided.

Count VIII

Civil Penalties Pursuant to Labor Code § 2699(f)

189. Cusack brings these PAGA claims on behalf of the State of California and Aggrieved Employees.

190. Labor Code § 2699(f) provides:

> For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: … (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

191. Labor Code § 200 defines wages as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." All such wages are subject to California's overtime requirements, including those set forth above.

192. Labor Code § 204(a) provides that "[a]ll wages . . . earned by any person in any employment are due and payable twice during each calendar month[.]"

193. Labor Code § 510(a) provides as follows:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee.

194. IWC Wage Order 16-2001(3)(A)(1) states that employees:

> …shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than … [o]ne and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek….

195. Labor Code § 1194(a) provides as follows:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

196. Labor Code § 1174(d) provides as follows:

> Every person employing labor in this state shall: . . . (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

197. Labor Code § 1198 makes it unlawful for employers to employ employees under conditions that violate relevant Wage Order(s).

198. To the extent that any violation alleged herein does not carry penalties under Labor Code § 2699(a), Cusack seeks civil penalties pursuant to Labor Code § 2699(f) for the Aggrieved

Employees for each pay period in which such employee was aggrieved, in the amounts established by Labor Code § 2699(f).

199. Cusack seeks civil penalties under Labor Code § 2699(f) for Stantec's violations of Labor Code §§ 226.7, 227.3 510, 512, and 1198.

200. Pursuant to Labor Code § 2699.3(a)(1) and (2), Cusack has provided the LWDA with notice of his intention to file this claim.

201. More than sixty-five (65) calendar days have passed without notice from the LWDA. Thus, Cusack satisfied all administrative prerequisites to commence this civil action.

202. Cusack seeks the aforementioned penalties on behalf of the Aggrieved Employees and the State of California as set forth in Labor Code § 2699(g) and (i).

203. Labor Code § 2699(f)(2) provides a civil penalty of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation of a Labor Code provision that does not provide for a civil penalty if, at the time of the violation, the employer employs one or more employees. Labor Code § 2699(f)(2) provides for a civil penalty of two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation of a Labor Code provision that does not provide a civil penalty if, at the time of the violation, the employer employs one or more employees.

204. Stantec is liable to the State of California and Aggrieved Employees for the civil penalties set forth in this Complaint.

205. Cusack is also entitled to an award of attorneys' fees and costs.

206. Wherefore, Cusack and the Aggrieved Employees request relief as hereinafter provided.

Relief Sought

WHEREFORE, Cusack, on behalf of the State of California, Aggrieved Employees, and Straight Time Employees, requests the following relief:

a. An Order certifying this lawsuit as a class action pursuant to Code of Civil Procedure § 382;

b. An Order appointing Cusack and his counsel to represent the interests of the Straight Time Employees;

c. Damages and restitution according to proof at trial for all unpaid wages and other injuries, as provided by the California Labor Code;

d. An order awarding civil penalties against Stantec to the fullest extent provided for by PAGA;

e. A Declaratory Judgment that Stantec violated the UCL, Labor Code, California law, and public policy as alleged herein;

f. An Order finding Stantec liable to Cusack and the other Straight Time Employees for their unpaid wages, overtime wages, double-time wages, liquidated damages, statutory damages, and any other penalties owed under the California Labor Code, applicable IWC Wage Order(s), and UCL;

g. An equitable accounting to identify, locate, and restore all current and former employees the wages and compensatory damages they are due, with interest thereon at the highest rates allowable by law;

h. Judgment awarding Cusack and the other Straight Time Employees all unpaid wages, overtime wages, double time wages, liquidated damages, statutory damages, and any other penalties available under the Labor Code and/or applicable IWC Wage Order(s);

i. An Order awarding attorney's fees, costs, and expenses to the Aggrieved and/or Straight Time Employees as provided by the Labor Code, Code of Civil Procedure § 1021.5, the laws of the State of California, and/or other applicable law;

j. Pre- and post-judgment interest at the highest applicable rates; and

k. Such other and further relief as may be necessary and appropriate.

Date: July 7, 2025

Respectfully submitted,

JOSEPHSON DUNLAP LLP

William M. Hogg (SBN 338196)

Counsel for Cusack, on Behalf of the State of California, Aggrieved Employees, & Straight Time Employees

Demand for Jury Trial

Cusack hereby demands a jury trial on all claims and issues for which he and the other Straight Time Employees are entitled to a jury.

Date: July 7, 2025

Respectfully submitted,

Josephson Dunlap llp

____
William M. Hogg (SBN 338196)

Counsel for Cusack, on Behalf of the State of California, Aggrieved Employees, & Straight Time Employees