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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

CARLOS DURAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BELFOR USA GROUP INC., a Colorado
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-25-102520

**PAGA REPRESENTATIVE ACTION
COMPLAINT FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000

1 Plaintiff Carlos Duran (“Plaintiff”) hereby submits this PAGA Representative Action
2 Complaint (“Complaint”) against Defendants Belfor USA Group Inc. (“Defendant”) and Does 1-
3 50 (hereinafter collectively referred to as “Defendants”), on behalf of himself and all other
4 aggrieved employees of Defendants for penalties pursuant to the Private Attorneys General Act,
5 Labor Code § 2698, et seq. (“PAGA”), for Defendants’ violations of the California Labor Code,
6 as follows:

7 **INTRODUCTION**

8 1. This representative action is within the Court’s jurisdiction under California
9 Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*,
10 and the California Industrial Welfare Commission’s (“IWC”) Wage Orders.

11 2. This Complaint challenges systemic illegal employment practices resulting in
12 violations of the California Labor Code against employees of Defendants.

13 3. Plaintiff is informed and believes and based thereon alleges that Defendants
14 jointly and severally have acted intentionally and with deliberate indifference and conscious
15 disregard to the rights of all employees by failing to pay overtime wages, meal and rest break
16 premium compensation, and sick pay wages at the regular rate of pay, failing to timely pay
17 employees, and failing to provide accurate itemized wage statements to Plaintiff and employees.

18 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
19 engaged in, among other things, a system of willful violations of the California Labor Code, ,
20 and applicable IWC Wage Orders by creating and maintaining policies, practices, and customs
21 that knowingly deny employees the above stated rights and benefits.

22 5. The policies, practices, and customs of Defendants described above and below
23 have resulted in unjust enrichment of Defendants and an unfair business advantage over
24 businesses that routinely adhere to the strictures of the California Labor Code.

25 **JURISDICTION AND VENUE**

26 6. The Court has jurisdiction over the violations of the California Labor Code §§
27 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*,

28 7. Venue is proper in Kern County because Plaintiff worked for Defendants in Kern

County.

PARTIES

8. Plaintiff was hired by Defendants on or about October 30, 2024, as a non-exempt, hourly paid employee. Plaintiff was employed as a Carpenter.

9. Plaintiff was and is the victim of the policies, practices, and customs of Defendants complained of in this action in ways that have deprived Plaintiff of the rights guaranteed to him by California Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and the applicable IWC Wage Orders.

10. Plaintiff is informed and believes and based thereon alleges that Defendant Belfor USA Group Inc. was and is a Colorado corporation doing business in the State of California providing property damage restoration and repair services.

11. Plaintiff is informed and believes and based thereon alleges that at all times herein mentioned Defendants and Does 1 through 50 are and were business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to California Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, and 2698, *et seq.*, and IWC Wage Orders.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and Class to be subject to the illegal employment practices, wrongs, and injuries complained of herein.

13. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each of the other

Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

14. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego, and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

15. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

16. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE § 2698, ET SEQ.

(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)

17. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

18. Plaintiff brings this cause of action as a proxy for the State of California and in this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California from April 28, 2024, through the present, for Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.11 arising from Defendants' policy and

1 practice of: (a) failed to pay overtime wages at the regular rate of pay, in violation of Labor Code
2 §§ 201-204, 510, 558, 1194, 1197, and 1197.1; (b) failed to pay meal break premium wages
3 based on the regular rate of pay, in violation of Labor Code §§ 201-204, 226.7, and 512; (c)
4 failed to pay rest break premium wages based on the regular rate of pay, in violation of Labor
5 Code §§ 201-204 and 226.7; (d) failed to pay sick pay at the regular rate of pay, in violation of
6 Labor Code §§ 201-203 and 246; (e) failed to provide accurate itemized wage statements, in
7 violation of Labor Code § 226; (f) failed to timely pay employees within seven days of the close
8 of the applicable pay period.

9 19. On or about April 28, 2025, Plaintiff sent a written notice to the Labor &
10 Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’
11 violations as set forth above. Plaintiff simultaneously sent written notices to Defendants via
12 certified mail. On or about May 8, 2025, Plaintiff sent an amended written notice to the LWDA
13 expanding on additional theories of liability alleged against Defendant.

14 20. As of the date of the filing of this Complaint, the LWDA has not responded to
15 Plaintiff’s written notices nor indicated that it intends to investigate the Labor Code violations
16 provided for in the written notices.

17 21. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
18 applicable civil penalties for Defendants’ violations of Labor Code sections 201-204, 226, 226.7,
19 246, 510, 512, 558, 1194, 1197, and 1197.11 and 2698 et seq., for the time period described
20 above, on behalf of himself and other Aggrieved Employees.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment for himself and all
23 similarly situated employees against Defendants, jointly and severally, as follows:

24 1. Upon the First Cause of Action, for the full amount of civil penalties available
25 under the PAGA, and for costs and attorneys’ fees;

26 2. On all causes of action, for attorneys’ fees and costs as provided by California
27 Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, and 1197.1, and 2698, et
28 seq. , and Code of Civil Procedure § 1021.5; and

1 3. For such other and further relief as the Court may deem just and proper.

2
3 DATED: July 8, 2025

DIVERSITY LAW GROUP, P.C.

4
5 By: 
6 Larry W. Lee
7 Max W. Gavron
8 Attorneys for Plaintiff and the Class