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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

DUSTIN SELDEN, 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.

HAL HAYS CONSTRUCTION, INC., a
California corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: BCV-25-101767

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

- (1) Violation of California Labor Code §§ 510, 511, 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 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 Dustin Selden, 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 exceeds 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 do 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. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of Kern, and have violated the requirements of the California Labor Code and
6 applicable Wage Order in this county which give rise to the penalties sought in this action.
7 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
8 California Labor Code and applicable IWC Wage Order in at least one location within the
9 County of Kern, including Defendants' office in Bakersfield (3235 Unicorn Road,
10 Bakersfield, California 93308). Pursuant to California Civil Code of Procedure section 393,
11 venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in
12 which the cause, or some part of the cause, arose. Because Defendants have employees in
13 Kern County and Plaintiff could bring this action to recover penalties in Kern County, venue
14 is proper.

15 THE PARTIES

16 4. Plaintiff Dustin Selden is a resident of Menifee, in Riverside County,
17 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
18 approximately July 2023 to December 2024. Plaintiff worked as a Laborer for Defendants at
19 their various jobsites across Southern California. During his employment, Plaintiff typically
20 worked eight (8) to ten (10) hours or more per day, and five (5) days or more per week. At the
21 time Plaintiff's employment with Defendants ended, he was compensated \$30.00 per hour.
22 Plaintiff's primary job duties included, without limitation, preparing, cleaning, and operating
23 equipment and ensuring correct grade levels.

24 5. HAL HAYS CONSTRUCTION, INC. was and is, upon information and belief,
25 a California corporation, and at all times hereinafter mentioned, an employer whose
26 employees are engaged throughout this county and the State of California.

27 6. Plaintiff is unaware of the true names or capacities of the Defendants sued
28 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to

1 amend the complaint and serve such fictitiously named Defendants once their names and
2 capacities become known.

3 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
4 were the partners, agents, owners, or managers of HAL HAYS CONSTRUCTION, INC., at
5 all relevant times.

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

14 9. At all relevant times, Defendants, and each of them, ratified each and every act
15 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
16 and abetted the acts and omissions of each and all the other Defendants in proximately causing
17 the damages herein alleged.

18 10. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 11. Defendants are a large civil general contractor operating out of Southern
23 California. Upon information and belief, Defendants maintain a single, centralized Human
24 Resources (“HR”) department at their company headquarters in Riverside, California, which is
25 responsible for the recruiting and hiring of new employees, and communicating and
26 implementing Defendants’ company-wide policies, including timekeeping policies and meal
27 and rest period policies, to employees throughout California.

28 12. In particular, Plaintiff and class members, on information and belief, received

1 the same standardized documents and/or written policies. Upon information and belief, the
2 usage of standardized documents and/or written policies, including new-hire documents,
3 indicate that Defendants dictated policies at the corporate level and implemented them
4 company-wide, regardless of their employees' assigned locations or positions. Upon
5 information and belief, Defendants set forth uniform policies and procedures in several
6 documents provided at an employee's time of hire.

7 13. Upon information and belief, Defendants maintain a centralized Payroll
8 department at their company headquarters in Riverside, California, which processes payroll
9 for all non-exempt, hourly paid employees working for Defendants at their various locations
10 and jobsites in California, including Plaintiff and class members. Based upon information and
11 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
12 employees in California, irrespective of their work locations. Upon information and belief,
13 Defendants process payroll for departing employees in the same manner throughout the State
14 of California, regardless of the manner in which each employee's employment ends.

15 14. Defendants continue to employ non-exempt or hourly paid employees in
16 California.

17 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
19 and advisors knowledgeable about California labor and wage law, employment and personnel
20 practices, and about the requirements of California law.

21 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
22 members were not paid for all hours worked because all hours worked were not recorded.

23 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and class members were entitled to receive certain wages for
25 overtime compensation and that they were not receiving certain wages for overtime
26 compensation.

27 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to be paid at a regular rate

1 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
2 premiums, that included as eligible income all remuneration required by law, including but not
3 limited to, all income derived from incentive pay, nondiscretionary bonuses, and/or other
4 forms of compensation, but failed to include all forms of remuneration in calculating the
5 regular rate of pay for Plaintiff and class members.

6 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to receive at least minimum
8 wages for compensation and that they were not receiving at least minimum wages for work
9 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
10 and class members were not paid at least minimum wages for work done off-the-clock.

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

19 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to rest periods in
21 accordance with the California Labor Code and applicable IWC Wage Order or payment of
22 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
23 permitted to take a compliant rest period. In violation of the Labor Code, Plaintiff and class
24 members were not authorized and permitted to take compliant rest periods, nor did Defendants
25 provide Plaintiff and class members with payment of one (1) additional hour of pay at their
26 regular rates of pay when they were not authorized and permitted to take a compliant rest
27 period.

28 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to receive complete and
2 accurate wage statements in accordance with California law. In violation of the California
3 Labor Code, Plaintiff and class members were not provided complete and accurate wage
4 statements.

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

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

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

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

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

business-related expenses and costs incurred.

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

29. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, that Defendants knew or should have known that they had a duty to provide Plaintiff and class members with safety devices and safeguards to protect their life, health, and safety in the workplace, but failed to do so.

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

PAGA REPRESENTATIVE ALLEGATIONS

31. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

32. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

33. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'

1 current or former employees and each of the alleged violations were committed against them.

2 34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
3 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
4 following requirements have been 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, including the facts and theories to support the alleged
9 violation.
- 10 (b) An aggrieved employee's notice filed with the LWDA pursuant to
11 2699.3(a) and any employer response to that notice shall be
12 accompanied by a filing fee of seventy-five dollars (\$75).
- 13 (c) The LWDA shall notify the employer and the aggrieved employee or
14 representative by certified mail that it does not intend to investigate the
15 alleged violation ("LWDA Notice") within sixty (60) calendar days of
16 the postmark date of the aggrieved employee's notice. Upon receipt of
17 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
18 (65) calendar days of the postmark date of the aggrieved employee's
19 notice, the aggrieved employee may commence a civil action pursuant
20 to California Labor Code section 2699 to recover civil penalties.

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

- 25 (a) The aggrieved employee or representative shall give written notice by
26 online filing with the LWDA and by certified mail to the employer of
27 the specific provisions of the California Labor Code alleged to have
28 been violated (other than those listed in Section 2699.5), including the

1 facts and theories to support the alleged violation.

2 (b) An aggrieved employee's notice filed with the LWDA pursuant to
3 2699.3(c) and any employer response to that notice shall be
4 accompanied by a filing fee of seventy-five dollars (\$75).

5 (c) The employer may cure the alleged violation within thirty-three (33)
6 calendar days of the postmark date of the notice sent by the aggrieved
7 employee or representative. The employer shall give written notice
8 within that period of time by certified mail to the aggrieved employee or
9 representative and by online filing with the LWDA if the alleged
10 violation is cured, including a description of actions taken, and no civil
11 action pursuant to Section 2699 may commence. If the alleged violation
12 is not cured within the 33-day period, the aggrieved employee may
13 commence a civil action pursuant to Section 2699.

14 36. On May 22, 2025, Plaintiff provided written notice by online filing to the
15 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
16 Code alleged to have been violated, including facts and theories to support the alleged
17 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
18 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
19 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
20 Plaintiff PAGA Case Number LWDA-CM-1100665-25. On May 23, 2025, Plaintiff filed an
21 amended written notice by online filing to the LWDA and by certified mail to Defendants of
22 the specific provisions of the California Labor Code alleged to have been violated,
23 supplementing and/or clarifying the facts and theories to support the alleged violations set
24 forth in his original LWDA notice, in accordance with California Labor Code section 2699.3.
25 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
26 attached hereto as "Exhibit 1."

27 37. As of the filing date of this complaint, over 65 days have passed since Plaintiff
28 sent the notices described above to the LWDA, and the LWDA has not responded that it

1 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

2 38. Thus, Plaintiff has satisfied the administrative prerequisites under California
3 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
4 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 551,
5 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802, 2810.5, 6401, and 6403.

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

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

18 41. As set forth below, Defendants have violated numerous provisions of both the
19 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
20 Order.

21 42. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
22 2699(a), 2699(k), 2699.3(a)-(c), 2699.5, and section 558, Plaintiff, acting in the public interest
23 as a private attorney general, seeks assessment and collection of civil penalties and injunctive
24 relief for himself, all other aggrieved employees, and the State of California against Defendants
25 for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a),
26 516, 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802, 2810.5, 6401, and
27 6403.

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1 **CLASS ACTION ALLEGATIONS**

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

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

7 45. Plaintiff's proposed class consists of and is defined as follows:

8 All persons who worked for Defendants as non-exempt, hourly
9 paid employees in California, within four (4) years prior to the
filing of the initial complaint until the date of trial ("Class").

10 46. Plaintiff's proposed subclass consists of and is defined as follows:

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

14 47. Members of the Class and Subclass are referred to herein as "class members."

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

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

- 20 (a) Whether Defendants required Plaintiff and class members to work over
21 eight (8) hours per day and/or ten (10) hours per day, over twelve (12)
22 hours per day, or over forty (40) hours per week and failed to pay all
23 legally required overtime compensation to Plaintiff and class members;
24 (b) Whether Defendants failed to include all forms of remuneration in the
25 regular rate of pay as required by law for purposes of paying overtime
26 wages and/or meal and rest period premiums to Plaintiff and class
27 members;
28 (c) Whether Defendants failed to pay Plaintiff and class members at least

1 minimum wages for all hours worked;

2 (d) Whether Defendants failed to provide Plaintiff and class members meal
3 periods;

4 (e) Whether Defendants failed to authorize and permit Plaintiff and class
5 members to take rest periods;

6 (f) Whether Defendants provided Plaintiff and class members with
7 complete and accurate wage statements as required by California Labor
8 Code section 226(a);

9 (g) Whether Defendants maintained accurate payroll records as required by
10 California Labor Code section 1174(d);

11 (h) Whether Defendants failed to pay earned overtime wages, minimum
12 wages, meal and rest period premiums and/or vested vacation wages,
13 due to Plaintiff and class members upon their discharge;

14 (i) Whether Defendants failed to timely pay overtime wages, minimum
15 wages, and/or meal and rest period premiums to Plaintiff and class
16 members during their employment;

17 (j) Whether Defendants failed to provide Plaintiff and class members one
18 day's rest in seven;

19 (k) Whether Defendants failed to reimburse Plaintiff and class members for
20 necessary and required business-related expenditures and/or losses
21 incurred by them in the scope of their employment;

22 (l) Whether Defendants failed to provide written notice of information
23 material to Plaintiff's and class members' employment with Defendants;

24 (m) Whether Defendants failed to provide Plaintiff and class members with
25 safety devices and safeguards, such as personal protective equipment;

26 (n) Whether Defendants engaged in unlawful and unfair business practices
27 in violation of California Business & Professions Code sections 17200,
28 *et seq.*; and

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

3 50. 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

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

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

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510, 511, and 1198—Unpaid Overtime (Against all Defendants)

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

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

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

54. Specifically, the applicable IWC Wage Order provides that Defendants are and 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 55. 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 56. 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 57. California Labor Code section 511 and the applicable IWC Wage Order allow
16 employers, with the employees' approval, to offer an alternative workweek schedule that
17 authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek
18 without receiving overtime compensation. An alternative workweek schedule must pay the
19 employees overtime at one and one-half times their regular hourly rate for work in excess of
20 ten (10) hours per day or forty (40) hours per week. Overtime must be paid at twice the
21 employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code
22 511 and the applicable IWC Wage order further provide that an employer may not implement
23 an alternative workweek schedule unless at least two-thirds of the affected employees approve
24 the schedule through a secret ballot election, and the results must be reported to the California
25 Division of Labor Standards Enforcement within 30 days after the results are final.

26 58. During the relevant time period, Defendants willfully failed to pay all overtime
27 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
28 class members were not paid overtime premiums for all of the hours they worked in excess of

1 eight (8) hours in a day, in excess of ten (10) hours in a day, and/or in excess of forty (40)
2 hours in a week, because all hours worked were not recorded.

3 59. First, upon information and belief, during the relevant period, Defendants had a
4 company-wide policy and/or practice of improperly rounding employee clock-in and clock-out
5 times in their timekeeping system to the nearest half (0.5) of an hour. Defendants' rounding
6 policy resulted in the failure to compensate Plaintiff and class members fully for all hours
7 worked, causing Plaintiff and class members to not be paid overtime wages for all of the
8 overtime hours they actually worked. Upon information and belief, Defendants' rounding
9 policy was, and continues to be, unfair and has, over time, resulted in the underpayment of
10 wages to Plaintiff and class members. To the extent Defendants' rounding policy took away
11 time worked that was eligible for overtime, Plaintiff and class members were denied overtime
12 pay for all hours worked.

13 60. Second, Defendants had, and continue to have, a company-wide policy and/or
14 practice of requiring Plaintiff and class members to perform work off-the-clock after their
15 scheduled shifts or on their days off. For example, on a few occasions, Defendants'
16 management requested Plaintiff to return to a jobsite to lock-up equipment, which could take
17 Plaintiff up to one (1) hour to complete. As another example, on approximately two (2)
18 occasions, Plaintiff was required to drive to Defendants' yard in Yucaipa, California, to pick
19 up his company vehicle for the next day, which took approximately one (1) hour. Defendants'
20 management explicitly instructed Plaintiff to not record this time spent working off the clock.

21 61. Further, it was not possible for Plaintiff and class members to complete these
22 tasks on-the-clock because, on information and belief, Defendants' timekeeping system (a
23 mobile application called "busybusy") does not permit employees to clock in or clock out
24 outside of scheduled shift times and is programmed with a geolocation-based function that
25 prevents employees from being able to clock in or clock out when they are outside of a
26 designated area. As a result, Plaintiff and class members could not clock in and record time
27 spent working with the busybusy app unless they were scheduled to work and were within the
28 vicinity of a jobsite. Thus, Plaintiff and class members were subject to Defendants' control

1 after their shifts and on their days off, time for which they were not paid.

2 62. Third, Defendants had, and continue to have, a company-wide policy and/or
3 practice of failing to pay proper overtime when they required Plaintiff and class members to
4 work outside of their regularly scheduled alternative workweek schedule and failed to pay all
5 applicable overtime and/or double-time compensation owed for such hours of work. In
6 addition, to the extent Defendants implemented an alternative workweek schedule as to
7 Plaintiff and class members, Defendants failed to comply with all requirements for
8 implementing an alternative workweek schedule, including, but not limited to, holding proper
9 workweek elections for the employees working alternative workweeks. Accordingly,
10 Defendants owe Plaintiff and class members unpaid overtime wages.

11 63. Defendants knew or should have known that as a result of these company-wide
12 practices and/or policies, Plaintiff and class members were performing their assigned duties
13 off-the-clock after their shifts and on their days off, and were suffered or permitted to perform
14 work for which they were not paid. Because Plaintiff and class members worked shifts of
15 eight (8) hours or more a day and/or shifts of ten (10) hours or more a day, or forty (40) hours
16 a week or more, some of this off-the-clock work qualified for overtime premium pay.
17 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime
18 hours they actually worked.

19 64. Furthermore, on information and belief, Defendants did not pay Plaintiff and
20 class members the correct overtime rate for the recorded overtime hours that they generated.
21 In addition to an hourly wage, Defendants paid Plaintiff and class members incentive pay,
22 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
23 California Labor Code, Defendants failed to incorporate all compensation, including incentive
24 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
25 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
26 times when Plaintiff and class members worked overtime and received these other forms of
27 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than
28 required.

65. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

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

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

67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 16-2001 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, § 11160(2)(J) (defining “Hours Worked”).

68. First, as stated above, upon information and belief, Defendants had a company-wide policy and/or practice of rounding Plaintiff's and class members' hourly clock-in and clock-out times in their timekeeping system to the nearest half (.50) of an hour, resulting in the failure to compensate them for all hours worked.

69. Second, as set forth above, Defendants had a company-wide policy and/or practice requiring Plaintiff and class members to perform work-related tasks while off-the-clock after their shifts and on their days off, including returning to jobsites to lock up equipment and driving to pick up company vehicles. Additionally, as stated, Defendants' timekeeping system prevented Plaintiff and class members from recording time worked prior to the start of their scheduled shifts because employees could not clock in until the start-time

1 of their scheduled shifts and due to geofencing restrictions. Defendants failed to track this
2 time Plaintiff and class members spent working off-the-clock, and Plaintiff and class members
3 received no compensation for this time.

4 70. Defendants did not pay minimum wages for all hours worked by Plaintiff and
5 class members. To the extent that these off-the-clock hours did not qualify for overtime
6 premium payment, Defendants did not pay at least minimum wages for those hours worked
7 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
8 1198.

9 71. Defendants' failure to pay Plaintiff and class members minimum wages violates
10 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
11 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from
12 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and
13 interest thereon.

14 **THIRD CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

16 **Violations**

17 **(Against all Defendants)**

18 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
19 and every allegation set forth above.

20 73. At all relevant times herein set forth, the applicable IWC Wage Order and
21 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
22 class members' employment by Defendants. At all relevant times herein set forth, California
23 Labor Code section 512(a) provides that an employer may not require, cause, or permit an
24 employee to work for a period of more than five (5) hours per day without providing the
25 employee with a meal period of not less than thirty (30) minutes, except that if the total work
26 period per day of the employee is not more than six (6) hours, the meal period may be waived
27 by mutual consent of both the employer and the employee. Under California law, first meal
28 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53

1 Cal. 4th 1004, 1041-1042 (2012).

2 74. At all relevant times herein set forth, California Labor Code sections 226.7,
3 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
4 meal period mandated by an applicable order of the IWC.

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

11 76. Under California law, an employer cannot evade meal period requirements via
12 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
13 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
14 provided with the opportunity to eat his or her meal while performing the duties required and
15 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
16 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
17 (2019).

18 77. First, during the relevant time period, Defendants had, and continue to have, a
19 company-wide policy and/or practice of understaffing their jobsites while assigning time
20 sensitive projects, which has resulted in a lack of meal period coverage and prevented Plaintiff
21 and class members from taking all timely, compliant meal periods to which they were entitled.
22 Further, Defendants had a company-wide practice and/or policy of failing to schedule meal
23 periods, which further caused Plaintiff and class members to not be relieved of their duties for
24 compliant meal periods. For example, Plaintiff occasionally missed his meal periods and/or
25 took his meal periods late, after having worked in excess of five (5) hours into his shift, due to
26 working on a time sensitive job, such as laying asphalt. Thus, Plaintiff and class members had
27 to work through all or part of their meal periods, had their meal periods interrupted, and/or
28 had to wait extended periods of time before taking meal periods.

1 78. Second, on information and belief, because Defendants frowned upon
2 employees accruing meal period premiums, Defendants’ management pressured Plaintiff and
3 class members to record a compliant meal period, regardless of whether they had received a
4 compliant meal period or not, in order to strictly limit the meal period premiums that would
5 need to be paid by Defendants. For example, Plaintiff was sometimes required to record that
6 he had received timely meal periods on shifts when he had not, in fact, received these timely
7 meal periods.

8 79. Third, Plaintiff and class members worked shifts in excess of ten (10) hours
9 without receiving an uninterrupted second 30-minute meal period. For example, during his
10 employment, Plaintiff regularly worked shifts in excess of ten (10) or more hours per day, but
11 was not provided a second 30-minute meal period. Plaintiff and class members did not sign
12 valid meal period waivers on days that they were entitled to meal periods and were not
13 relieved of all duties. To the extent Defendants required Plaintiff and class members to sign
14 written “on-duty” meal period agreements, such agreements are invalid as the nature of the
15 work performed by Plaintiff and class members and do not necessitate an “on-duty” meal
16 period under California law.

17 80. Fourth, Defendants had a company-wide policy of requiring all newly hired
18 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
19 the position that non-exempt, hourly paid employees had waived their rights to first and/or
20 second meal periods for the entirety of their employment and, on that basis, did not provide
21 them with all meal periods to which they were entitled. Further, Defendants’ “Meal Period
22 Waiver for Workdays of Six Hours or Less” and “Meal Period Waiver for Second Meal Period
23 on Workdays between 10 Hours and 12 Hours” forms require employees to submit a
24 “Cancellation of Meal Break Waiver Form” at least 24 hours in advance should they wish to
25 revoke the waivers. Defendants’ presumption that meal periods would not be provided for
26 shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten
27 (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or
28 near the time of hire, and imposition on employees to revoke waivers by providing advanced

1 written notice, discouraged and impeded Plaintiff and class members from taking all meal
2 periods to which they were entitled.

3 81. Furthermore, an employer's obligation to provide a meal period is only
4 "triggered" when the employer "employs an employee for a work period of more than five
5 hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits
6 anyone to work for a full five hours, its meal break obligation is triggered.").

7 [A]fter the meal break obligation is triggered . . . an employer is put to a
8 choice: it must (1) afford an off-duty meal period; (2) consent to a
9 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
10 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

11 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
12 required Plaintiff and class members to sign meal period waivers simultaneously at or near the
13 time of hire (as opposed to on a specific work day) renders them invalid and unenforceable,
14 because Defendants' obligation to provide Plaintiff and class members with meal periods did
15 not arise until Defendants had employed them for a full five (5) hours.

16 82. At all times mentioned herein, Defendants knew or should have known that as a
17 result of their policies, Plaintiff and class members were not actually relieved of all duties to
18 take timely, uninterrupted meal periods. Defendants further knew or should have known that
19 they did not pay Plaintiff and class members meal period premiums when meal periods were
20 late, interrupted, shortened, and/or missed. Further, to the extent that Defendants' rounding
21 policy reported that Plaintiff and class members were provided with timely, full 30-minute
22 meal periods when, in fact, the meal periods were taken after the fifth hour of work or were
23 less than 30 minutes, Plaintiff and class members did not receive meal period premiums for
24 these improperly rounded meal periods.

25 83. Furthermore, Defendants engaged in a company-wide practice and/or policy of
26 not paying meal period premiums owed when compliant meal periods are not provided.
27 Because of this practice and/or policy, Plaintiff and class members have not received premium
28 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants

1 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal
2 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
3 premiums because Defendants systematically failed to include all forms of compensation,
4 such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the
5 regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members
6 compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516
7 and failed to pay the full meal period premiums due.

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

12 **FOURTH CAUSE OF ACTION**

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

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

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

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

26 88. At all relevant times, California Labor Code section 226.7 provides that no
27 employer shall require an employee to work during any rest period mandated by an applicable
28 order of the California IWC. To comply with its obligation to authorize and permit rest

1 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
2 employer must “relinquish any control over how employees spend their break time, and
3 relieve their employees of all duties—including the obligation that an employee remain on
4 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
5 *Inc.*, 2 Cal. 5th 257, 273 (2016).

6 89. During the relevant time period, Defendants regularly failed to authorize and
7 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
8 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
9 practices, including understaffing and assigning time sensitive jobs, prevented Plaintiff and
10 class members from being relieved of all duty to take rest periods. Defendants also failed to
11 schedule rest periods, which further led to Plaintiff and class members not being authorized
12 and permitted to take rest periods.

13 90. As a result of Defendants’ practices and policies, Plaintiff and class members
14 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
15 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
16 Plaintiff had to forgo some of his rest periods during his employment.

17 91. Defendants also have engaged in a company-wide practice and/or policy of not
18 paying rest period premiums owed when compliant rest periods are not authorized and
19 permitted. Because of this practice and/or policy, Plaintiff and class members have not
20 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
21 did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest
22 periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for
23 premiums because Defendants failed to include all forms of compensation, such as incentive
24 pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.
25 As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them
26 rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the
27 applicable IWC Wage Order.

28 92. Defendants’ conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
2 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
3 compensation for each work day that a compliant rest period was not authorized and
4 permitted.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 7 **Statements and Failure to Maintain Accurate Payroll Records** 8 **(Against all Defendants)**

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

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

16 95. At all relevant times, Defendants have knowingly and intentionally provided
17 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
18 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
19 that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
20 applicable hourly rates in effect during the pay period, including rates of pay for overtime
21 wages and/or meal and rest period premiums, and the corresponding number of hours worked
22 at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
23 and 226(a)(9).

24 96. Because Defendants did not record the time Plaintiff and Subclass members
25 spent working off the clock and improperly rounded Plaintiff's and Subclass members' total
26 hours worked, Defendants did not list the correct amount of gross wages and net wages earned
27 by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For
28 the same reason, Defendants failed to accurately list the total number of hours worked by

1 Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the
2 applicable hourly rates of pay in effect during the pay period and the corresponding accurate
3 number of hours worked at each hourly rate, in violation of section 226(a)(9).

4 97. Moreover, because Defendants did not calculate Plaintiff's and Subclass
5 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
6 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
7 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of
8 net wages in violation of section 226(a)(5). Defendants also failed to correctly list all
9 applicable hourly rates in effect during the pay period, namely, correct rates of pay for
10 overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

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

19 99. California Labor Code section 1174(d) provides that "[e]very person employing
20 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
21 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the
22 plants or establishments at which employees are employed, payroll records showing the hours
23 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
24 applicable piece rate paid to, employees employed at the respective plants or
25 establishments" At all relevant times, and in violation of Labor Code section 1174(d),
26 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
27 members showing the daily hours they worked and the wages paid thereto as a result of failing
28 to record the off-the-clock hours that they worked and improperly rounding Plaintiff's and

1 Subclass members' total hours worked.

2 100. California Labor Code section 1198 provides that the maximum hours of work
3 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
4 set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he
5 employment of any employees for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
7 Wage Order, employers are required to keep accurate time records showing when the
8 employee begins and ends each work period and meal period. During the relevant time
9 period, Defendants engaged in company-wide practices and/or policies of failing to record
10 actual hours worked (including falsifying time records by recording that compliant meal
11 periods were taken regardless of if or when meal periods were actually taken), and thereby
12 failed to keep accurate records of work period and meal period start and end times for Plaintiff
13 and Subclass members, in violation of section 1198. Also, in light of Defendants' failure to
14 provide Plaintiff and Subclass members with second 30-minute meal periods to which they
15 were entitled, Defendants kept no records of meal start and end times for second meal periods.

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

20 **SIXTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 22 **Termination** 23 **(Against all Defendants)**

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

26 103. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
27 that if an employer discharges an employee, the wages earned and unpaid at the time of
28 discharge are due and payable immediately, and that if an employee voluntarily leaves his or

1 her employment, his or her wages shall become due and payable not later than seventy-two
2 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
3 his or her intention to quit, in which case the employee is entitled to his or her wages at the
4 time of quitting.

5 104. On information and belief, Defendants have a company-wide practice and/or
6 policy of paying departing employees their final wages late, instead of adhering to the time
7 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
8 terminated Plaintiff on or about December 20, 2024; however, on information and belief,
9 Defendants did not provide Plaintiff with his vested vacation wages until a few days later.
10 Thus, Defendants failed to pay Plaintiff his final wages immediately, in violation of California
11 Labor Code section 201.

12 105. Additionally, Defendants willfully failed to pay Plaintiff and class members
13 who are no longer employed by Defendants the earned and unpaid wages set forth above,
14 including but not limited to, overtime wages, minimum wages, meal and rest period
15 premiums, and/or vested vacation wages, either at the time of discharge, or within seventy-
16 two (72) hours of their leaving Defendants' employ.

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

23 **SEVENTH CAUSE OF ACTION**

24 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 25 **Employment** 26 **(Against all Defendants)**

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

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

4 109. At all times relevant herein set forth, Labor Code section 204 provides that all
5 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
6 days, inclusive, of any calendar month, other than those wages due upon termination of an
7 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
8 the month during which the labor was performed. Labor Code section 204 further provides
9 that all wages earned by any person in any employment between the sixteenth (16th) and the
10 last day, inclusive, of any calendar month, other than those wages due upon termination of an
11 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
12 month.

13 110. At all times relevant herein, Labor Code section 204 provides that all wages
14 earned for labor in excess of the normal work period shall be paid no later than the payday for
15 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
16 204 provides that the requirements of this section are deemed satisfied by the payment of
17 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
18 seven (7) calendar days following the close of the payroll period.

19 111. During the relevant time period, Defendants willfully failed to pay Plaintiff and
20 class members all wages due including, but not limited to, overtime wages, minimum wages,
21 and/or meal and rest period premiums, within the time periods specified by California Labor
22 Code section 204.

23 112. Defendants' failure to pay Plaintiff and class members all wages due violates
24 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
25 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

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1 **EIGHTH CAUSE OF ACTION**

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

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

6 114. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 16-2001, provides that: “[w]hen the
12 employer requires the use of tools or equipment or are necessary to the performance of a job,
13 such tools and equipment shall be provided and maintained by the employer, except that an
14 employee whose wages are at least two (2) times the minimum wage provided herein may
15 provide and maintain hand tools and equipment customarily required by the trade or
16 craft”

17 115. First, during the relevant time period, Defendants, on a company-wide basis,
18 required Plaintiff and class members to use their personal mobile devices, including, but not
19 limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to fully
20 reimburse them for the costs of their work-related mobile device expenses. For example,
21 Plaintiff and class members used their personal mobile devices to communicate with
22 Defendants’ management regarding work-related matters, such as status of jobs and work
23 assignments. Further, Plaintiff and class members used their mobile devices and data to
24 download and use the “busybusy” mobile application to clock in and out for shifts and meal
25 periods. Although Defendants required Plaintiff and class members to utilize their personal
26 mobile devices and/or mobile data to carry out their work-related responsibilities, Defendants
27 failed to fully reimburse them for these costs.

28 116. Second, during the relevant time period, Defendants had a company-wide

1 policy of requiring Plaintiff and class members to utilize their own personal vehicles to carry
2 out company business, but failed to reimburse them for all costs of travel, including mileage.
3 Specifically, Defendants required Plaintiff and class members to travel to obtain supplies for
4 their work-related assignments or to pick up company vehicles, but did not reimburse them for
5 their travel expenses. For example, Defendants required Plaintiff to drive his personal vehicle
6 on at least six (6) occasions to obtain work supplies, resulting in a round-trip distance of 100
7 miles each time. As a further example, on approximately two (2) occasions, Plaintiff drove
8 his personal vehicle to Defendants' yard to pick up a company vehicle, which resulted in a
9 distance of 40 miles each time. Finally, Plaintiff frequently drove his personal vehicle to
10 nearby hardware stores to pick up supplies. Although Defendants required Plaintiff and class
11 members to utilize their own vehicles to carry out their work-related responsibilities,
12 Defendants did not reimburse them for their travel expenses.

13 117. Third, during the relevant time period, Defendants required employees to wear
14 certain protective equipment but did not provide all of the required protective equipment to
15 Plaintiff and class members. For example, Plaintiff and class members were required to
16 purchase a hard hat, high visibility shirts, and fire-resistant clothing. Plaintiff spent
17 approximately \$360 to purchase all of these items and was not reimbursed. Thus, Defendants
18 failed to provide and/or reimburse Plaintiff and class members for the safety gear Defendants
19 required them to have and that were necessary for the performance of their duties.

20 118. Defendants could have provided Plaintiff and class members with the actual
21 equipment for use on the job, such as company mobile devices, company vehicles, and
22 personal protective equipment. Or, Defendants could have fully reimbursed employees for the
23 costs of their mobile device usage, mileage and travel expenses, and personal protective
24 equipment purchases. Instead, Defendants passed these operating costs onto Plaintiff and
25 class members.

26 119. Defendants' company-wide policy and/or practice of not reimbursing
27 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
28 and class members violates California Labor Code section 2802. Defendants have

intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

120. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

122. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section g enumerates Labor Code sections 201, 202, 204, 511, 551, 552, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, 2810.5, 6401, and 6403.

123. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510, 511, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;

- 1 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
2 1198, and the applicable IWC Wage Order for Defendants' failure to
3 compensate Plaintiff and other aggrieved employees with at least
4 minimum wages for all hours worked, as alleged herein;
- 5 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
7 and other aggrieved employees with meal periods, as alleged herein;
- 8 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to authorize and
10 permit Plaintiff and other aggrieved employees to take rest periods, as
11 alleged herein;
- 12 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
13 IWC Wage Order for failure to provide accurate and complete wage
14 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 15 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
16 IWC Wage Order for failure to maintain payroll records, as alleged
17 herein;
- 18 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
19 earned wages upon termination, as alleged herein;
- 20 (i) Violation of Labor Code section 204 for failure to pay all earned wages
21 during employment, as alleged herein;
- 22 (j) Violation of Labor Code section 551 and 552 for failure to provide
23 Plaintiff and other aggrieved employees one day's rest in seven, as set
24 forth below;
- 25 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
26 and other aggrieved employees for all business expenses necessarily
27 incurred, as alleged herein;
- 28 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to

1 provide notice of material terms of employment, as set forth below; and
2 (m) Violation of Labor Code sections 6401 and 6403 for failure to provide
3 Plaintiff and other aggrieved employees with safety devices and
4 safeguards for the workplace, as set forth below.

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

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

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

19 127. Thus, during the relevant time period, and in violation of Labor Code sections
20 551 and 552, Defendants caused Plaintiff and other aggrieved employees to work more than
21 six days in seven. Plaintiff and other aggrieved employees are therefore entitled to recover
22 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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

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

6 129. At all relevant times, Defendants failed, on a company-wide basis, to provide
7 written notice to Plaintiff and other aggrieved employees that lists the requisite information
8 set forth in Labor Code section 2810.5(a)(1)(A)-(C).

9 130. Defendants' failure to provide Plaintiff and other aggrieved employees with
10 written notice of basic information regarding their employment with Defendants is in violation
11 of California Labor Code section 2810.5. Plaintiff and other aggrieved employees are
12 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
13 (k).

14 131. At all relevant times herein, California Labor Code section 6401 provides that
15 employers must furnish and use safety devices and safeguards, and adopt and use practices,
16 means, methods, operations, and processes which are reasonably adequate to render the
17 employment and place of employment safe and healthy. California Labor Code Section 6401
18 further provides that an employer must do everything reasonably necessary to protect the life,
19 safety, and health of their employees. California Labor Code section 6403(a) requires that
20 employers provide and use safety devices and safeguards reasonably adequate to render the
21 employment and place of employment safe.

22 132. During the relevant time period, Defendants failed to provide Plaintiff and
23 other aggrieved employees with personal protective equipment, such as steel-toed boots, to
24 keep them safe in the workplace. Despite the fact that Defendants required Plaintiff and other
25 aggrieved employees to wear certain personal protective equipment, including steel-toed
26 boots, while engaged in their work-related duties, Defendants failed to provide such
27 reasonably necessary equipment to Plaintiff and other aggrieved employees to keep them safe.

28 133. Defendants' failure to provide Plaintiff and other aggrieved employees with

1 safety devices and safeguards for the workplace violates California Labor Code sections 6401
2 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil
3 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

4 **TENTH CAUSE OF ACTION**

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

6 **Unlawful Business Practices**

7 **(Against all Defendants)**

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

10 135. Defendants are “persons” as defined by California Business & Professions
11 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
12 and/or associations.

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

18 137. Defendants’ activities, as alleged herein, are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business &
20 Professions Code sections 17200, *et seq.*

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

- 24 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
25 class members, to work overtime without paying them proper
26 compensation in violation of California Labor Code sections 510, 511,
27 and 1198, and the applicable IWC Wage Order, as alleged herein;
28 (b) Failing to include all forms of remuneration in the regular rate of pay as

1 required by law for purposes of paying overtime wages and/or meal and
2 rest period premiums to Plaintiff and class members, in violation of
3 California Labor Code sections 226.7, 510, and 1198, and the applicable
4 IWC Wage Order, as alleged herein;

5 (c) Failing to pay at least minimum wage to Plaintiff and class members in
6 violation of California Labor Code sections 1182.12, 1194, 1197,
7 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
8 herein;

9 (d) Failing to provide all meal periods to Plaintiff and class members in
10 violation of California Labor Code sections 226.7, 512(a), 516, and
11 1198, and the applicable IWC Wage Order, as alleged herein;

12 (e) Failing to authorize and permit Plaintiff and class members to take all
13 rest periods in violation of California Labor Code sections 226.7, 516,
14 and 1198, and the applicable IWC Wage Order, as alleged herein;

15 (f) Failing to provide Plaintiff and class members with accurate wage
16 statements and failing to maintain accurate payroll records in violation
17 of California Labor Code sections 226(a), 1174(d), and 1198, and the
18 applicable IWC Wage Order, as alleged herein;

19 (g) Failing timely to pay all earned wages to Plaintiff and class members in
20 violation of California Labor Code sections 204, as alleged herein;

21 (h) Failing to provide one day's rest in seven to Plaintiff and class members
22 in violation of California Labor Code sections 551 and 552, as set forth
23 below;

24 (i) Failing to reimburse Plaintiff and class members for all business
25 expenses necessarily incurred in violation of California Labor Code
26 section 2802, as alleged herein;

27 (j) Failing to provide written notice of information material to Plaintiff's
28 and class members' employment with Defendants in violation of

California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;
and

(k) Failing to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code sections 6401 and 6403, as set forth below.

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

140. At all relevant times herein set forth, 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.

141. During the relevant time period, on information and belief, Defendants scheduled Plaintiff and class members to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Plaintiff and class members 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 Plaintiff and class members may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid. Thus, Defendants willfully caused Plaintiff and class members to work more than six days in seven, in violation of Labor Code sections 551 and 552.

142. At all relevant times herein, 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 containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,

1 including any rates for overtime, the regular payday designated by the employer, and any
2 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
3 Code § 2810.5(a)(1)(A)-(C).

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

9 144. At all relevant times herein, California Labor Code section 6401 provides that
10 employers must furnish and use safety devices and safeguards, and adopt and use practices,
11 means, methods, operations, and processes which are reasonably adequate to render the
12 employment and place of employment safe and healthy. California Labor Code Section 6401
13 further provides that an employer must do everything reasonably necessary to protect the life,
14 safety, and health of their employees. California Labor Code section 6403(a) requires that
15 employers provide and use safety devices and safeguards reasonably adequate to render the
16 employment and place of employment safe.

17 145. During the relevant time period, Defendants failed to provide Plaintiff and class
18 members with personal protective equipment, such as a hard hat, high visibility shirts, and
19 fire-resistant clothing, to keep them safe in the workplace. Despite the fact that Defendants
20 required Plaintiff and class members to wear certain personal protective equipment, including
21 a hard hat, high visibility shirts, and fire-resistant clothing, while engaged in their work-
22 related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff
23 and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff and class
24 members with safety devices and safeguards for the workplace violates California Labor Code
25 sections 6401 and 6403.

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

1 herein.

2 147. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
3 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
4 Defendants during a period that commences four years prior to the filing of the initial
5 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
6 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
7 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

8 **ELEVENTH CAUSE OF ACTION**

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

10 **Unfair Business Practices**

11 **(Against all Defendants)**

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

14 149. Defendants are “persons” as defined by California Business & Professions
15 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
16 and/or associations.

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

22 151. Defendants' activities, namely Defendants' company-wide practice and/or
23 policy of not paying Plaintiff and class members all meal and rest period premiums due to
24 them under Labor Code section 226.7, deprived Plaintiff and class members of the
25 compensation guarantee and enhanced enforcement implemented by section 226.7. The
26 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
27 compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v.*
28 *Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7

1 were guaranteed to Plaintiff and class members as part of their employment with Defendants,
2 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
3 unfair business practice in violation of California Business & Professions Code sections
4 17200, *et seq.* (*Id.*)

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

9 153. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
10 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
11 benefits implemented by section 226.7 withheld and retained by Defendants during a period
12 that commences four years prior to the filing of the initial complaint; a permanent injunction
13 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
14 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
15 Procedure section 1021.5 and other applicable laws; and an award of costs.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiff requests a trial by jury.

18 **PRAYER FOR RELIEF**

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

21 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
22 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
23 reserves the right to amend his prayer for relief to seek a different amount.

24 **Class Certification**

- 25 2. That this case be certified as a class action;
26 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
27 4. That counsel for Plaintiff be appointed as class counsel.

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willfully failing to provide all meal periods to Plaintiff and class members;

17. 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 meal period was not provided;

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

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

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

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

22. For such other and further relief as the Court may deem equitable and 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, meal and rest period premiums, and/or vested vacation wages, 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 pursuant to California Labor Code section 2802(b), 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

1 2802(c), or as otherwise provided by law; and

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

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

5 54. That the Court declare, adjudge and decree that Defendants violated the
6 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
7 510, 511, and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by
8 failing to include all forms of remuneration in the regular rate of pay for purposes of paying
9 overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and
10 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
11 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
12 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
13 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
14 earned wages upon termination); 204 (by failing to timely pay all earned wages during
15 employment); 551 and 552 (by failing to provide one day's rest in seven); 2802 (by failing to
16 reimburse business expenses); 2810.5 (by failing to provide notice of material terms of
17 employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

18 55. For civil penalties pursuant to the California Labor Code, including sections
19 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
20 sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 551, 552, 1174(d), 1182.12,
21 1194, 1197, 1197.1, 1198, and 2802, 2810.5, 6401, and 6403;

22 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
23 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
24 sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 551, 552, 1174(d), 1182.12,
25 1194, 1197, 1197.1, 1198, and 2802, 2810.5, 6401, and 6403;

26 57. For attorneys' fees and costs pursuant to California Labor Code section
27 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
28 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 512(a), 516, 551, 552, 1174(d),

1 1182.12, 1194, 1197, 1197.1, 1198, and 2802, 2810.5, 6401, and 6403;

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

3 59. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
7 to provide Plaintiff and class members all overtime wages due to them, failing to include all
8 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
9 meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and
10 class members all minimum wages due to them, failing to provide Plaintiff and class members
11 all meal periods, failing to authorize and permit Plaintiff and class members to take all rest
12 periods, failing to provide Plaintiff and class members accurate and complete wage
13 statements, failing to maintain accurate payroll records for Plaintiff and class members, failing
14 to timely pay Plaintiff and class members all earned wages during employment, failing to
15 provide one day's rest in seven, failing to reimburse Plaintiff and class members for business-
16 related expenses, failing to provide written notice of material terms of employment, and
17 failing to provide safety devices and safeguards, constitutes an unlawful business practice in
18 violation of California Business and Professions Code sections 17200, *et seq.*;

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

21 62. For the appointment of a receiver to receive, manage and distribute any and all
22 funds disgorged from Defendants and determined to have been wrongfully acquired by
23 Defendants as a result of violations of California Business & Professions Code sections
24 17200, *et seq.*;

25 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Code of Civil Procedure section 1021.5; and

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

As to the Eleventh Cause of Action

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

66. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

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

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;
For pre-judgment and post-judgment interest as provided by law; and

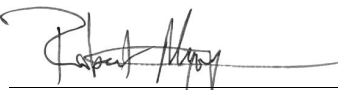
69. For such other and further relief as the Court may deem equitable and appropriate.

Dated: November 10, 2025

Respectfully submitted,

Capstone Law APC

By:



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EXHIBIT “1”



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May 22, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/418>)

Subject: *Dustin Selden v. Hal Hays Construction, Inc.*

Dear PAGA Administrator:

This office represents Dustin Selden in connection with his claims under the California Labor Code. Mr. Selden was an employee of HAL HAYS CONSTRUCTION, INC. ("HAL HAYS").

The employer may be contacted directly at the address below:

HAL HAYS CONSTRUCTION, INC.
4181 LATHAM ST
RIVERSIDE, CA 92501

Mr. Selden intends to seek civil penalties, attorneys' 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. Selden seeks relief on behalf of himself, the State of California, and other persons who are or were employed by HAL HAYS 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.

HAL HAYS employed Mr. Selden as an hourly paid, non-exempt employee from approximately July 2023 to December 2024. Mr. Selden worked for HAL HAYS as a Laborer at jobsites throughout Southern California and reported to the 4181 Latham St, Riverside, CA 92501 location. During his employment, Mr. Selden typically worked eight (8) to ten (10) hours or more per day and five (5) or more days per week. At the time Mr. Selden's employment with HAL HAYS ended, Mr. Selden was compensated approximately \$30.00 per hour. His job duties included, without limitation, preparing, cleaning, and operating equipment and ensuring correct grade levels.

HAL HAYS committed each of the following Labor Code violations against Mr. Selden, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

HAL HAYS’ Company-Wide and Uniform Payroll and HR Practices

HAL HAYS CONSTRUCTION, INC. is a California corporation and large civil general contractor operating out of Southern California. Upon information and belief, HAL HAYS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Riverside, California, for all non-exempt, hourly paid employees working for HAL HAYS in California, including Mr. Selden and other aggrieved employees. At all relevant times, HAL HAYS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Selden and other aggrieved employees, regardless of their location or position.

Upon information and belief, HAL HAYS maintains a centralized Payroll department at its corporate headquarters in Riverside, California, which processes payroll for all non-exempt, hourly paid employees working for HAL HAYS in California, including Mr. Selden and other aggrieved employees. Further, HAL HAYS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Mr. Selden and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, HAL HAYS utilized the same methods and formulas when calculating wages due to Mr. Selden and other aggrieved employees in California.

Violation of California Labor Code §§ 510, 511, 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 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.

California Labor Code section 511 and the applicable IWC Wage Order allow employers, with the employees’ approval, to offer an alternative workweek schedule that authorizes employees to work no more than ten (10) hours per day within a 40-hour workweek without receiving overtime compensation. An alternative workweek schedule must pay the employees overtime at one and one-half times their regular hourly rate for work in excess of ten (10) hours per day or forty (40) hours

¹ These facts, theories, and claims are based on Mr. Selden’s experience and counsel’s review of those records currently available relating to Mr. Selden’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. Selden 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.

per week. Overtime must be paid at twice the employees' regular hourly rate for work in excess of twelve (12) hours a day. Labor Code 511 and the applicable IWC Wage order further provide that an employer may not implement an alternative workweek schedule unless at least two-thirds of the affected employees approve the schedule through a secret ballot election, and the results must be reported to the California Division of Labor Standards Enforcement within 30 days after the results are final.

HAL HAYS willfully failed to pay all overtime wages owed to Mr. Selden and other aggrieved employees. During the relevant time period, Mr. Selden 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 ten (10) 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 time period, on information and belief, HAL HAYS had a company-wide policy and/or practice of improperly rounding employee clock-in and clock-out times in its timekeeping system to the nearest half (0.5) of an hour. HAL HAYS' rounding policy resulted in the failure to compensate Mr. Selden and other aggrieved employees fully for all hours worked, causing Mr. Selden and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. Upon information and belief, HAL HAYS' rounding policy was, and continues to be, unfair and has, over time, resulted in the underpayment of wages to Mr. Selden and other aggrieved employees. To the extent HAL HAYS' rounding policy took away time worked that was eligible for overtime, Mr. Selden and other aggrieved employees were denied overtime pay for all hours worked.

Second, HAL HAYS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Selden and other aggrieved employees to perform work off-the-clock after their scheduled shifts or on their days off. For example, on a few occasions, HAL HAYS' management requested Mr. Selden to return to a jobsite to lock-up equipment, which could take Mr. Selden up to one (1) hour to complete. As another example, on approximately two (2) occasions, Mr. Selden was required to drive to HAL HAYS' yard in Yucaipa, California, to pick up his company vehicle for the next day, which took approximately one (1) hour. HAL HAYS' management explicitly instructed Mr. Selden to not record this time spent working off the clock.

Further, it was not possible for Mr. Selden and other aggrieved employees to complete these tasks on-the-clock because, on information and belief, HAL HAYS' timekeeping system (a mobile application called "busybusy") does not permit employees to clock in or clock out outside of scheduled shift times and is programmed with a geolocation-based function that prevents employees from being able to clock in or clock out when they are outside of a designated area. As a result, Mr. Selden and other aggrieved employees could not clock in and record time spent working with the busybusy app unless they were scheduled to work and were within the vicinity of a jobsite. Thus, Mr. Selden and other aggrieved employees were subject to HAL HAYS' control after their shifts and on their days off, time for which they were not paid.

Third, HAL HAYS had, and continues to have, a company-wide policy and/or practice of failing to pay proper overtime when it required Mr. Selden and other aggrieved employees to work outside of their regularly scheduled alternative workweek schedule and failed to pay all applicable overtime and/or double-time compensation owed for such hours of work. In addition, to the extent HAL HAYS implemented an alternative workweek schedule as to Mr. Selden and other aggrieved employees, HAL HAYS failed to comply with all requirements for implementing an alternative

workweek schedule, including, but not limited to, holding proper workweek elections for the employees working alternative workweeks. Accordingly, HAL HAYS owes Mr. Selden and other aggrieved employees unpaid overtime wages.

HAL HAYS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Selden and other aggrieved employees were performing their assigned duties off-the-clock after their shifts and on their days off, and were suffered or permitted to perform work for which they were not paid. Because Mr. Selden and other aggrieved employees worked shifts of eight (8) hours or more a day and/or ten (10) hours or more per day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Selden and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, on information and belief, HAL HAYS did not pay Mr. Selden and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, HAL HAYS paid Mr. Selden and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, HAL HAYS failed to incorporate all compensation, including 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 Mr. Selden and other aggrieved employees worked overtime and received these other forms of pay, HAL HAYS failed to pay all overtime wages by paying a lower overtime rate than required.

HAL HAYS' failure to pay Mr. Selden and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510, 511, and 1198. Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code sections 510, 511, 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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 IWC Wage Order No. 16-2001 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, § 11060(2)(J) (defining "Hours Worked").

First, as stated above, upon information and belief, HAL HAYS had a company-wide policy and/or practice of rounding Mr. Selden's and other aggrieved employees' hourly clock-in and clock-out times in its timekeeping system to the nearest half (.50) of an hour, resulting in the failure to compensate them for all hours worked.

Second, as set forth above, HAL HAYS had a company-wide policy and/or practice requiring Mr. Selden and other aggrieved employees to perform work-related tasks while off-the-clock after their shifts and on their days off, including returning to jobsites to lock up equipment and driving to pick up company vehicles. Additionally, as stated, HAL HAYS' timekeeping system prevented Mr.

Selden and other aggrieved employees from recording time worked prior to the start of their scheduled shifts because employees could not clock in until the start-time of their scheduled shifts and due to geofencing restrictions. HAL HAYS failed to track this time Mr. Selden and other aggrieved employees spent working off-the-clock, and Mr. Selden and other aggrieved employees received no compensation for this time.

HAL HAYS did not pay minimum wages for all hours worked by Mr. Selden and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, HAL HAYS 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, HAL HAYS regularly failed to pay at least minimum wages to Mr. Selden 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. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1182.15, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

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 workday 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.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant time period, HAL HAYS had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites while assigning time sensitive projects, which has resulted in a lack of meal period coverage and prevented Mr. Selden and other aggrieved employees from taking all timely, compliant meal periods to which they were entitled. Further, HAL HAYS had

a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Selden and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Selden occasionally missed his meal periods and/or took his meal periods late, after having worked in excess of five (5) hours into his shift, due to working on a time sensitive job, such as laying asphalt. Thus, Mr. Selden and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Second, on information and belief, because HAL HAYS frowned upon employees accruing meal period premiums, HAL HAYS' management pressured Mr. Selden and other aggrieved employees to record a compliant meal period, regardless of whether they had received a compliant meal period or not, in order to strictly limit the meal period premiums that would need to be paid by HAL HAYS. For example, Mr. Selden was sometimes required to record that he had received timely meal periods on shifts when he had not, in fact, received these timely meal periods.

Third, Mr. Selden and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Selden regularly worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Selden 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. To the extent HAL HAYS required Mr. Selden and other aggrieved employees to sign written "on-duty" meal period agreements, such agreements are invalid as the nature of the work performed by Mr. Selden and other aggrieved employees and do not necessitate an "on-duty" meal period under California law.

Fourth, HAL HAYS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. HAL HAYS took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, HAL HAYS' "Meal Period Waiver for Workdays of Six Hours or Less" and "Meal Period Waiver for Second Meal Period on Workdays between 10 Hours and 12 Hours" forms require employees to submit a "Cancellation of Meal Break Waiver Form" at least 24 hours in advance should they wish to revoke the waivers. HAL HAYS' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advanced written notice, discouraged and impeded Mr. Selden and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That HAL HAYS required Mr. Selden and other aggrieved employees to sign meal period waivers simultaneously at or near the time of hire (as opposed to on a specific workday) renders them invalid and unenforceable, because HAL HAYS' obligation to provide Mr. Selden and other aggrieved employees with meal periods did not arise until HAL HAYS had employed them for a full five (5) hours.

At all times mentioned herein, HAL HAYS knew or should have known that as a result of its policies, Mr. Selden and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. HAL HAYS further knew or should have known that it did not pay Mr. Selden and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that HAL HAYS' rounding policy reported that Mr. Selden 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. Selden and other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

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

Accordingly, HAL HAYS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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 workday 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, 273 (2016).

During the relevant time period, HAL HAYS regularly failed to authorize and permit Mr. Selden 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, HAL HAYS’ company-wide practices, including understaffing and assigning time sensitive jobs, prevented Mr. Selden and other aggrieved employees from being relieved of all duty to take rest periods. HAL HAYS also failed to schedule rest periods, which further led to Mr. Selden and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of HAL HAYS’ practices and policies, Mr. Selden 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. Selden had to forgo some of his rest periods during his employment.

HAL HAYS also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Selden and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that HAL HAYS did pay Mr. Selden and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, HAL HAYS did not pay Mr. Selden and other aggrieved employees at the correct rate of pay for premiums because HAL HAYS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, HAL HAYS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. HAL HAYS has not provided Mr. Selden 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, HAL HAYS has knowingly and intentionally provided Mr. Selden and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, HAL HAYS issued uniform wage statements to Mr. Selden and other aggrieved employees

that fail to correctly list: gross wages earned; total hours worked; net wages earned; 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, HAL HAYS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because HAL HAYS did not record the time Mr. Selden and other aggrieved employees spent working off-the-clock, HAL HAYS did not list the correct amount of gross wages and net wages earned by Mr. Selden and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, HAL HAYS failed to accurately list the total number of hours worked by Mr. Selden 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).

Moreover, because HAL HAYS did not calculate Mr. Selden's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, HAL HAYS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, HAL HAYS failed to list the correct amount of net wages in violation of section 226(a)(5). HAL HAYS 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).

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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours 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" At all relevant times, and in violation of Labor Code section 1174(d), HAL HAYS willfully failed to maintain accurate payroll records for Mr. Selden 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. Selden'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, HAL HAYS engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby

failed to keep accurate records of work period and meal period start and end times for Mr. Selden and other aggrieved employees, in violation of section 1198. Also, in light of HAL HAYS' failure to provide Mr. Selden and other aggrieved employees with second 30-minute meal periods to which they were entitled, HAL HAYS kept no records of meal start and end times for second meal periods

Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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, HAL HAYS failed to pay Mr. Selden 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. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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.

On information and belief, HAL HAYS has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, HAL HAYS terminated Mr. Selden on or about December 20, 2024; however, on information and belief, HAL HAYS did not provide Mr. Selden with his vested vacation wages until a few days later. Thus, HAL HAYS failed to pay Mr. Selden his final wages immediately, in violation of California Labor Code section 201.

Additionally, HAL HAYS willfully failed to pay Mr. Selden and other aggrieved employees who are no longer employed by HAL HAYS the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or vested vacation wages, either at the time of discharge, or within seventy-two (72) hours of their leaving HAL HAYS' employ.

Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

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 (6) hours in any one day thereof.

During the relevant time period, on information and belief, HAL HAYS scheduled Mr. Selden and other aggrieved employees to work six (6) or more hours per day and seven (7) consecutive days in a workweek. Because Mr. Selden 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. Selden and other aggrieved employees may have signed purported waivers of their right to a day's rest in seven, such waivers are invalid.

Thus, HAL HAYS caused Mr. Selden and other aggrieved employees to work more than six days in seven, in violation of Labor Code sections 551 and 552. Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with Labor Code sections 551 and 552, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

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. 16-2001, provides that: "[w]hen the employer requires the use of tools or equipment or they 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 provide and maintain hand tools and equipment customarily required by the trade or craft"

First, during the relevant time period, HAL HAYS, on a company-wide basis, required Mr. Selden and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to fully reimburse them for

the costs of their work-related mobile device expenses. For example, Mr. Selden and other aggrieved employees used their personal mobile devices to communicate with HAL HAYS' management regarding work-related matters, such as status of jobs and work assignments. Further, Mr. Selden and other aggrieved employees used their mobile devices and data to download and use the "busybusy" mobile application to clock in and out for shifts and meal periods. Although HAL HAYS required Mr. Selden and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, HAL HAYS failed to fully reimburse them for these costs.

Second, during the relevant time period, HAL HAYS had a company-wide policy of requiring Mr. Selden and other aggrieved employees to utilize their own personal vehicles to carry out company business but failed to reimburse them for all costs of travel, including mileage. Specifically, HAL HAYS required Mr. Selden and other aggrieved employees to travel to obtain supplies for their work-related assignments or to pick up company vehicles but did not reimburse them for their travel expenses. For example, HAL HAYS required Mr. Selden to drive his personal vehicle on at least six (6) occasions to obtain work supplies, resulting in a round-trip distance of 100 miles each time. As a further example, on approximately two (2) occasions, Mr. Selden drove his personal vehicle to HAL HAYS' yard to pick up a company vehicle, which resulted in a distance of 40 miles each time. Finally, Mr. Selden frequently drove his personal vehicle to nearby hardware stores to pick up supplies. Although HAL HAYS required Mr. Selden and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, HAL HAYS did not reimburse them for their travel expenses.

Third, during the relevant time period, HAL HAYS required employees to wear certain protective equipment but did not provide all of the required protective equipment to Mr. Selden and other aggrieved employees. For example, Mr. Selden and other aggrieved employees were required to purchase a hard hat, high visibility shirts, and fire-resistant clothing. Mr. Selden spent approximately \$360 to purchase all of these items and was not reimbursed. Thus, HAL HAYS failed to provide and/or reimburse Mr. Selden and other aggrieved employees for the safety gear HAL HAYS required them to have and that were necessary for the performance of their duties.

HAL HAYS could have provided Mr. Selden and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, company vehicles, and personal protective equipment. Or, HAL HAYS could have fully reimbursed employees for the costs of their mobile device usage, mileage and travel expenses, and personal protective equipment purchases. Instead, HAL HAYS passed these operating costs onto Mr. Selden and other aggrieved employees.

Thus, HAL HAYS 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. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

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.

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

Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

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." HAL HAYS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Selden and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Selden, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against HAL HAYS for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 511, 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. Selden 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:

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

Best Regards,

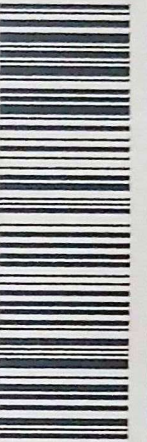
A handwritten signature in cursive script that reads "Chase Laurent".

Chase Laurent

Copy: HAL HAYS CONSTRUCTION, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

9589 0710 5270 0211 0149 92



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4181 LATHAM ST
RIVERSIDE, CA 92501

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SELDEN V.
HAYES
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Date

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4181 LATHAM ST
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RIVERSIDE, CA 92501



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COMPLETE THIS SECTION ON DELIVERY

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[Handwritten Signature]

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☐ Addressee

Received by (Printed Name)

Jessica M

C. Date of Delivery

6/27/25

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

CHASE LAURENT
310.712.8142 Direct
Chase.Laurent@capstonelawyers.com

May 23, 2025

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(<https://dir.govfa.net/422>)

Subject: *Dustin Selden v. Hal Hays Construction, Inc.*
LWDA Case No. LWDA-CM-1100665-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Dustin Selden in connection with his claims under the California Labor Code. Mr. Selden was an employee of HAL HAYS CONSTRUCTION, INC. ("HAL HAYS").

We previously provided notice of Mr. Selden's claims to the California Labor and Workforce Development Agency ("LWDA") on May 22, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Selden's prior LWDA notice and adds an additional claim.

The employer may be contacted directly at the address below:

HAL HAYS CONSTRUCTION, INC.
4181 LATHAM ST
RIVERSIDE, CA 92501

Mr. Selden intends to seek civil penalties, attorneys' 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. Selden seeks relief on behalf of himself, the State of California, and other persons who are or were employed by HAL HAYS 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.

HAL HAYS employed Mr. Selden as an hourly paid, non-exempt employee from approximately July 2023 to December 2024. Mr. Selden worked for HAL HAYS as a Laborer at jobsites throughout Southern California and reported to the 4181 Latham St., Riverside, California 92501 location. During his employment, Mr. Selden typically worked eight (8) to ten (10) hours or more per day and five (5) or more days per week. At the time Mr. Selden's employment with HAL HAYS ended, Mr.

Selden was compensated approximately \$30.00 per hour. His job duties included, without limitation, preparing, cleaning, and operating equipment and ensuring correct grade levels.

HAL HAYS committed each of the following Labor Code violations against Mr. Selden, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, HAL HAYS failed to provide Mr. Selden and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that HAL HAYS required Mr. Selden and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, HAL HAYS failed to provide such reasonably necessary equipment to Mr. Selden and other aggrieved employees to keep them safe. Thus, HAL HAYS’ failure to provide Mr. Selden and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.

Mr. Selden and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring HAL HAYS into compliance with Labor Code sections 6401 and 6403, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), and 2699.3(b), Mr. Selden, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against HAL HAYS for violations of California Labor Code sections 6401 and 6403.

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

¹ These facts, theories, and claims are based on Mr. Selden’s experience and counsel’s review of those records currently available relating to Mr. Selden’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. Selden 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.

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

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

Best Regards,

A handwritten signature in cursive script that reads "Chase Laurent". The signature is written in black ink and is positioned below the "Best Regards," text.

Chase Laurent

Copy: HAL HAYS CONSTRUCTION, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



9589 0710 5270 0211 0150 05

HAL HAYS CONSTRUCTION, INC.
4181 LATHAM ST
RIVERSIDE, CA 92501

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RIVERSIDE, CA 92501



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Signature: *HAL HAYS*

HAL HAYS CONSTRUCTION, INC.
4181 LATHAM ST
RIVERSIDE, CA 92501

PS Form 3800, January 2024 PSN 7530-02-000-9053

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HAL HAYS CONSTRUCTION, INC.
4181 LATHAM ST
RIVERSIDE, CA 92501



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[Handwritten Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Jessica M

C. Date of Delivery

5/27/25

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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 1860 Los Angeles, California 90067.

On **November 10, 2025**, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS 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:

LINH T. HUA
lhua@grsm.com
KYLA H. BUENAVENTURA
kbuenaventura@grsm.com
GORDON REES SCULLY
MANSUKHANI, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
(213) 576-5000/FAX (213) 680-4470

Attorneys for Defendants
HAL HAYS CONSTRUCTION, INC.

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

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **November 10, 2025**, at Los Angeles, California.

Sophia Flores

Type/Print Name



Signature