

FILED
Superior Court Of California,
Sacramento
01/11/2023
Hathorn
By Deputy
Case Number:
34-2023-00332876

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

DANIEL HUTCHINSON, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

MASTEC SERVICES COMPANY,
INC., a Florida corporation;
MASTEC, INC., a Florida
corporation; MASTEC NETWORK
SOLUTIONS, INC., a Florida
corporation; MASTEC NORTH
AMERICA, INC., a Florida
corporation; MASTEC
RENEWABLES CONSTRUCTION
COMPANY, INC., a Florida
corporation; MASTEC NETWORK
SOLUTIONS, LLC, a Florida limited
liability company; SEFNCO
COMMUNICATIONS, INC., a
Washington corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.:

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

- (1) Claim for Civil Penalties for Violations
of California Labor Code, Pursuant to
PAGA, §§ 2698, *et seq.*

Jury Trial Demanded

BY FAX

1 Plaintiff Daniel Hutchinson, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on November 3, 2022, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over all Defendants because, on information and
20 belief, Defendants are either citizens of California, have sufficient minimum contacts in
21 California, or otherwise intentionally avail themselves of the California market so as to render
22 the exercise of jurisdiction over them by the California courts consistent with traditional
23 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
24 in this action given that the State of California, as the real party in interest in this action, is not
25 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
26 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
27 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
28 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the

1 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
7 attorneys general their current or former employers for various civil penalties for violations of
8 various provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Daniel Hutchinson is a resident of Sacramento, in Sacramento County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately November 2021 to August 2022. Plaintiff worked as a Tower Technician for
13 Defendants out of their location in Sacramento, California. Plaintiff typically worked eleven
14 (11) hours per day, five (5) days per week. At the time Plaintiff’s employment with
15 Defendants ended, he was compensated approximately \$24 per hour. Plaintiff’s job duties
16 included, without limitation, driving to various assigned job sites; installing and repairing
17 antennas on telecommunication towers; organizing warehouse materials; and training new
18 workers on cutting, stripping, and coiling wires.

19 7. On information and belief, Defendants required some employees, including
20 Plaintiff, to execute an arbitration agreement at the time of their hire or during their
21 employment. On further information and belief, Defendants’ arbitration agreement was and is
22 both procedurally and substantively unconscionable. Specifically, Defendants presented
23 employees with a “Mutual Arbitration Agreement” during the onboarding process, which had
24 to be reviewed and acknowledged immediately. Specifically, the Mutual Arbitration
25 Agreement was one of several documents presented to new employees for signature during the
26 orientation process, including the Employee Handbook Acknowledgement; Information
27 Exchange Agreement; and Tower Waiver, Release, & Indemnity Agreement, among other
28 documents. Also, employees did not have a meaningful opportunity to negotiate the terms of

1 the Mutual Arbitration Agreement. Rather, it was provided to Defendants' employees for
2 them to sign on a take-it or leave-it basis, along with all of the other onboarding documents.
3 Further, Defendants did not set forth in the agreement or otherwise provide employees with
4 the rules which will govern the arbitration, instead forcing employees to seek this information
5 out on their own.

6 8. MASTEC SERVICES COMPANY, INC. was and is, upon information and
7 belief, a Florida corporation, and at all times hereinafter mentioned, an employer whose
8 employees are engaged throughout this county, the State of California.

9 9. MASTEC, INC. was and is, upon information and belief, a Florida corporation,
10 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
11 this county, the State of California.

12 10. MASTEC NETWORK SOLUTIONS, INC. was and is, upon information and
13 belief, a Florida corporation, and at all times hereinafter mentioned, an employer whose
14 employees are engaged throughout this county, the State of California.

15 11. MASTEC NORTH AMERICA, INC. was and is, upon information and belief,
16 a Florida corporation, and at all times hereinafter mentioned, an employer whose employees
17 are engaged throughout this county, the State of California.

18 12. MASTEC RENEWABLES CONSTRUCTION COMPANY, INC. was and is,
19 upon information and belief, a Florida corporation, and at all times hereinafter mentioned, an
20 employer whose employees are engaged throughout this county, the State of California.

21 13. MASTEC NETWORK SOLUTIONS, LLC was and is, upon information and
22 belief, a Florida limited liability company, and at all times hereinafter mentioned, an employer
23 whose employees are engaged throughout this county, the State of California.

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

27 15. 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 16. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
4 were the partners, agents, owners, or managers of MASTEC SERVICES COMPANY, INC.;
5 MASTEC, INC.; MASTEC NETWORK SOLUTIONS, INC.; MASTEC NORTH AMERICA,
6 INC.; MASTEC RENEWABLES CONSTRUCTION COMPANY, INC.; MASTEC
7 NETWORK SOLUTIONS, LLC; and SEFNCO COMMUNICATIONS, INC. at all relevant
8 times.

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

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

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

27 20. Under California law, Defendants are jointly and severally liable as employers
28 for the violations alleged herein because they have each exercised sufficient control over the

wages, hours, working conditions, and employment status of Plaintiff and other non-party Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-party Aggrieved Employees, supervised and controlled their work schedule and/or conditions of employment, determined their rate of pay, and maintained their employment records. Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a common-law employment relationship. As joint employers of Plaintiff and other non-party Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties available to Plaintiff and other non-party Aggrieved Employees under the law.

21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other non-party Aggrieved Employees because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and other non-party Aggrieved Employees;
- (b) jointly exercised meaningful control over Plaintiff’s and other non-party Aggrieved Employees’ wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and other non-party Aggrieved Employees;
- (c) jointly required that Plaintiff and other non-party Aggrieved Employees perform work which is an integral part of Defendants’ businesses; and
- (d) jointly exercised control over Plaintiff and other non-party Aggrieved Employees as a matter of economic reality in that Plaintiff and other non-party Aggrieved Employees were dependent on Defendants, who shared the power to set the wages of Plaintiff and other non-party Aggrieved Employees and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their

employment.

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

23. MASTEC SERVICES COMPANY, INC.; MASTEC, INC.; MASTEC NETWORK SOLUTIONS, INC.; MASTEC NORTH AMERICA, INC.; MASTEC RENEWABLES CONSTRUCTION COMPANY, INC.; MASTEC NETWORK SOLUTIONS, LLC; SEFNCO COMMUNICATIONS, INC.; and/or DOES 1 through 10 are therefore alter egos of each other.

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

25. Plaintiff further alleges, upon information and belief, that the Defendants MASTEC SERVICES COMPANY, INC.; MASTEC, INC.; MASTEC NETWORK SOLUTIONS, INC.; MASTEC NORTH AMERICA, INC.; MASTEC RENEWABLES CONSTRUCTION COMPANY, INC.; MASTEC NETWORK SOLUTIONS, LLC; and SEFNCO COMMUNICATIONS, INC. are alter egos of each other for the following reasons:

- (a) According to MASTEC, INC.'s Form 10-K for 2021¹, MASTEC NORTH AMERICA, INC.; MASTEC NETWORK SOLUTIONS, LLC; and SEFNCO COMMUNICATIONS, INC. are subsidiaries of MASTEC, INC.;
- (b) According to the most recent "Statement of Information" forms filed with the California Secretary of State, MASTEC NETWORK SOLUTIONS, INC.; MASTEC RENEWABLES CONSTRUCTION COMPANY, INC.; MASTEC NETWORK SOLUTIONS, LLC; MASTEC NORTH AMERICA, INC.; MASTEC SERVICES

¹ Form 10-K 03/01/2022, "SEC Filings | MasTec Inc. – IR site" <https://investors.mastec.com/financial-reporting/sec-filings> (last accessed December 28, 2022).

1 COMPANY, INC.; and SEFNCO COMMUNICATIONS, INC. have the
2 same mailing address, which is “800 S Douglas Rd, Suite 1200, Coral
3 Gables, FL 33134”;

4 (c) According to the most recent “Statement of Information” forms filed
5 with the California Secretary of State, MASTEC NETWORK
6 SOLUTIONS, INC.; MASTEC RENEWABLES CONSTRUCTION
7 COMPANY, INC.; MASTEC NORTH AMERICA, INC.; and
8 MASTEC SERVICES COMPANY, INC. share common officers,
9 including, but not limited to, Chief Executive Officer/President/Vice
10 President/Manager Robert Apple; Chief Financial Officer/Vice
11 President George Pita; Vice President David Karian; and Secretary
12 Alberto de Cardenas;

13 (d) According to the most recent “Statement of Information” forms filed
14 with the California Secretary of State, MASTEC NETWORK
15 SOLUTIONS, INC.; MASTEC NORTH AMERICA, INC.; MASTEC
16 RENEWABLES CONSTRUCTION COMPANY, INC.; MASTEC
17 NETWORK SOLUTIONS, LLC; and SEFNCO COMMUNICATIONS,
18 INC. share the same agent for service of process, “CORPORATION
19 SERVICE COMPANY WHICH WILL DO BUSINESS IN
20 CALIFORNIA AS CSC – LAWYERS INCORPORATING SERVICE”;
21 and

22 (e) On information and belief, MASTEC SERVICES COMPANY, INC.;
23 MASTEC, INC.; MASTEC NETWORK SOLUTIONS, INC.; MASTEC
24 NORTH AMERICA, INC.; MASTEC RENEWABLES
25 CONSTRUCTION COMPANY, INC.; MASTEC NETWORK
26 SOLUTIONS, LLC; and SEFNCO COMMUNICATIONS, INC. utilize
27 the same standardized employment forms and issue the same
28 employment policies.

1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 26. Defendants engineer, build, install, maintain, and upgrade infrastructure in the
3 communications, energy, and utility sectors. Upon information and belief, Defendants
4 maintain a single, centralized Human Resources (HR) department at their corporate
5 headquarters in Coral Gables, Florida, for all non-exempt, hourly paid employees working for
6 Defendants in California, which is responsible for the recruiting and hiring of new employees,
7 and communicating and implementing Defendants' company-wide policies, including
8 timekeeping policies and meal and rest period policies, to employees throughout California.

9 27. In particular, Plaintiff and other non-party Aggrieved Employees, on
10 information and belief, received the same standardized documents and/or written policies.
11 Upon information and belief, the usage of standardized documents and/or written policies,
12 including new-hire documents, indicate that Defendants dictated policies at the corporate level
13 and implemented them company-wide, regardless of their employees' assigned locations or
14 positions. Upon information and belief, Defendants set forth uniform policies and procedures
15 in several documents provided at an employee's time of hire.

16 28. Upon information and belief, Defendants maintain a centralized Payroll
17 department at their corporate headquarters in Coral Gables, Florida, which processes payroll
18 for all non-exempt, hourly paid employees working for Defendants at their various locations
19 and jobsites in California, including Plaintiff and other non-party Aggrieved Employees.
20 Based upon information and belief, Defendants issue the same formatted wage statements to
21 all non-exempt, hourly paid employees in California, irrespective of their work locations.
22 Upon information and belief, Defendants process payroll for departing employees in the same
23 manner throughout the State of California, regardless of the manner in which each employee's
24 employment ends.

25 29. Defendants continue to employ non-exempt or hourly paid employees in
26 California.

27 30. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers and other professionals, employees

1 and advisors knowledgeable about California labor and wage law, employment and personnel
2 practices, and about the requirements of California law.

3 31. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
4 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
5 were not recorded.

6 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive certain wages for overtime compensation and that they were not receiving certain
9 wages for overtime compensation.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that other non-party Aggrieved Employees were entitled to be paid at a
12 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal and rest
13 period premiums leave that included as eligible income all remuneration required by law,
14 including but not limited to, all income derived from incentive pay, shift differential pay,
15 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
16 of remuneration in calculating the regular rate of pay for other non-party Aggrieved
17 Employees.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 receive at least minimum wages for compensation and that they were not receiving at least
21 minimum wages for work that was required to be done off-the-clock. In violation of the
22 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
23 least minimum wages for work done off-the-clock.

24 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
26 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
27 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
28 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and

1 other non-party Aggrieved Employees were not provided with all meal periods or payment of
2 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
3 uninterrupted, thirty (30) minute meal period.

4 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
7 payment of one (1) additional hour of pay at their regular rates of pay when they were not
8 authorized and permitted to take a compliant rest period. In violation of the California Labor
9 Code, Plaintiff and other non-party Aggrieved Employees were not authorized and permitted
10 to take compliant rest periods, nor did Defendants provide Plaintiff and other non-party
11 Aggrieved Employees with payment of one (1) additional hour of pay at their regular rates of
12 pay when they were not authorized and permitted to take a compliant rest period.

13 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
15 receive complete and accurate wage statements in accordance with California law. In
16 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
17 were not provided complete and accurate wage statements.

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

22 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
24 timely payment of wages during their employment. In violation of the California Labor Code,
25 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
26 including, but not limited to, overtime wages, minimum wages, meal and rest period
27 premiums, and/or sick leave pay, within permissible time periods.

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

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 timely payment of all wages earned upon termination of employment. In violation of the
3 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
4 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
5 meal and rest period premiums, and/or sick leave pay, within permissible time periods.

6 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that other non-party Aggrieved Employees were entitled to receive sick
8 leave benefits to be paid at a regular rate of pay, that included, as eligible income, all income
9 derived from incentive pay, shift differential pay, nondiscretionary bonuses, and/or other
10 forms of compensation, but failed to include all forms of remuneration in calculating the
11 regular rate of pay for sick leave pay.

12 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 receive reimbursement for all business-related expenses and costs they incurred during the
15 course and scope of their employment and that they did not receive reimbursement of
16 applicable business-related expenses and costs incurred.

17 43. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that Defendants had a duty to provide
19 Plaintiff and other non-party Aggrieved Employees with written notice of the material terms
20 of their employment with Defendants as required by the California Wage Theft Prevention
21 Act, but willfully, knowingly, and intentionally failed to do so.

22 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
24 and other non-party Aggrieved Employees with safety devices and safeguards to protect their
25 life, safety, and health in the workplace, but failed to do so.

26 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate
28 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants

1 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
2 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
3 that they were properly denied wages, all in order to increase Defendants' profits.

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

10 47. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
11 person who was employed by the alleged violator and against whom one or more of the
12 alleged violations was committed."

13 48. Plaintiff and other current and former employees of Defendants are "aggrieved
14 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
15 or former employees and one or more of the alleged violations were committed against them.

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

- 19 (a) The aggrieved employee shall give written notice by online filing
20 (hereinafter "Employee's Notice") to the LWDA and by certified mail
21 to the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).
- 27 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
28 employer and the aggrieved employee by certified mail that it does not

1 intend to investigate the alleged violation within sixty (60) calendar
2 days of the postmark date of the Employee's Notice. Upon receipt of
3 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
4 five (65) calendar days of the postmark date of the Employee's Notice,
5 the aggrieved employee may commence a civil action pursuant to
6 California Labor Code section 2699 to recover civil penalties in addition
7 to any other penalties to which the employee may be entitled.

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

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

28 51. On November 3, 2022, Plaintiff provided written notice by online filing to the

1 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
2 Code alleged to have been violated, including facts and theories to support the alleged
3 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
4 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
5 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
6 Plaintiff PAGA Case Number LWDA-CM-917713-22. On November 4, 2022, Plaintiff filed
7 an amended written notice by online filing to the LWDA and by certified mail to Defendants
8 of the specific provisions of the California Labor Code alleged to have been violated,
9 supplementing and/or clarifying the facts and theories to support the alleged violations set
10 forth in his original LWDA notice, in accordance with California Labor Code section 2699.3.
11 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
12 attached hereto as "Exhibit 1."

13 52. As of the filing date of this complaint, over 65 days have passed since Plaintiff
14 sent the written notices described above, and the LWDA has not responded that it intends to
15 investigate Plaintiff's claims, and Defendants have not cured the violations.

16 53. Thus, Plaintiff has satisfied the administrative prerequisites under California
17 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
18 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
19 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

20 54. Labor Code section 558(a) provides "[a]ny employer or other person acting on
21 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
22 provision regulating hours and days of work in any order of the Industrial Welfare
23 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
24 dollars (\$50) for each underpaid employee for each pay period for which the employee was
25 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
26 underpaid employee for each pay period for which the employee was underpaid. . . ." Labor
27 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
28 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest

1 as a private attorney general, seeks assessment and collection of civil penalties under Labor
2 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
3 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
4 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
5 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
6 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
7 applicable IWC Wage Order.

8 55. Defendants, at all times relevant to this complaint, were employers or persons
9 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
10 Employees' rights by violating various sections of the California Labor Code as set forth
11 above.

12 56. As set forth below, Defendants have violated numerous provisions of both the
13 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
14 Order.

15 57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
16 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
17 private attorney general, seeks assessment and collection of civil penalties for himself, all
18 other non-party Aggrieved Employees, and the State of California against Defendants for
19 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
20 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

21 **FIRST CAUSE OF ACTION**

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

23 **(Against all Defendants)**

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

26 59. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
27 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
28 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,

1 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c) permits
2 aggrieved employees, including Plaintiff, to recover civil penalties for violations of those
3 Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12,
4 2810.5, 6401, and 6403.

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

- 7 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
8 Wage Order for Defendants' failure to compensate Plaintiff and other
9 non-party Aggrieved Employees with all required overtime pay, as set
10 forth below;
- 11 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to include all forms
13 of remuneration in the "regular rate" of pay as required by law for
14 purposes of paying overtime wages, minimum wages, and/or meal and
15 rest period premiums, to other non-party Aggrieved Employees, as set
16 forth below;
- 17 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
18 the applicable IWC Wage Order for Defendants' failure to compensate
19 Plaintiff and other non-party Aggrieved Employees with at least
20 minimum wages for all hours worked, as set forth below;
- 21 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
22 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
23 and other non-party Aggrieved Employees with meal periods, as set
24 forth below;
- 25 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
26 applicable IWC Wage Order for Defendants' failure to authorize and
27 permit Plaintiff and other non-party Aggrieved Employees to take rest
28 periods, as set forth below;

- 1 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
2 IWC Wage Order for failure to provide accurate and complete wage
3 statements to Plaintiff and other non-party Aggrieved Employees, as set
4 forth below;
- 5 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
6 IWC Wage Order for failure to maintain payroll records, as set forth
7 below;
- 8 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
9 during employment, as set forth below;
- 10 (i) Violation of Labor Code section 201 and 202 for failure to pay all
11 earned wages upon termination, as set forth below;
- 12 (j) Violation of Labor Code section 246 for failure to properly calculate the
13 sick leave paid to other non-party Aggrieved Employees, as set forth
14 below;
- 15 (k) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff
16 and other non-party Aggrieved Employees for all business expenses
17 necessarily incurred, as set forth below;
- 18 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
19 provide written notice of information material to Plaintiff's and other
20 non-party Aggrieved Employees' employment with Defendants, as set
21 forth below; and
- 22 (m) Violation of Labor Code sections 6401 and 6403 for failure to provide
23 Plaintiff and other non-party Aggrieved Employees with safety devices
24 and safeguards for the workplace, as set forth below.

25 **FAILURE TO PAY OVERTIME**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 61. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

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

8 63. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
10 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
11 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
12 (40) hours in a workweek.

13 64. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
15 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
16 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
17 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

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

24 66. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
26 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
27 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
28 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were

1 not recorded.

2 67. First, during the relevant period, Defendants had a company-wide policy and/or
3 practice of failing to accurately record hours worked by their employees and thus restricted
4 overtime accrual. Defendants did not provide employees with any mechanism, such as a
5 handwritten timesheet, time clock, or electronic timekeeping system, to track and record their
6 hours worked. Instead, Defendants had their supervisors input all employee time in
7 Defendants' timekeeping system, and thus maintained exclusive control and discretion over
8 employee punch-in and punch-out times. Moreover, on information and belief, Defendants'
9 supervisors entered Plaintiff's and other non-party Aggrieved Employees' shift start-times and
10 shift end-times with the hours that the supervisors themselves worked, or with the hours that
11 Plaintiff and other non-party Aggrieved Employees were scheduled, instead of their actual
12 hours worked.

13 68. Alternatively, during the relevant period, Defendants had a company-wide
14 policy and/or practice of improperly rounding or underreporting employee clock-in and clock-
15 out duration times to the nearest half-hour in their timekeeping system. Defendants' rounding
16 policy resulted in the failure to compensate Plaintiff and other non-party Aggrieved
17 Employees fully for all hours worked, causing Plaintiff and other non-party Aggrieved
18 Employees to not be paid overtime wages for all of the overtime hours they actually worked.
19 Upon information and belief, Defendants' rounding policy has, and continues to be, unfair and
20 has, over time, resulted in the underpayment of wages to Plaintiff and other non-party
21 Aggrieved Employees. To the extent Defendants' rounding policy took away time worked
22 that was eligible for overtime, Plaintiff and other non-party Aggrieved Employees were
23 denied overtime pay for all hours worked.

24 69. For example, about three times per week, Defendants' supervisors required
25 Plaintiff to arrive 1-2 hours before his scheduled shift start-time and begin working
26 immediately without clocking him in until his scheduled shift start-time, or until his
27 supervisor(s) arrived and clocked him in. Moreover, Defendants' supervisors required
28 Plaintiff to respond to work-related e-mails on his days off.

1 70. As a result, Defendants did not compensate Plaintiff and other non-party
2 Aggrieved Employees for this time worked before their scheduled shifts and on their days off.
3 Because Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with
4 any mechanism to record their actual hours worked themselves and, instead, granted
5 Defendants' supervisors exclusive control and discretion over employee time records, Plaintiff
6 and other non-party Aggrieved Employees were not paid for all hours worked.

7 71. Second, Defendants' company-wide timekeeping practices and/or policies did
8 not permit employees, including Plaintiff and other non-party Aggrieved Employees, to
9 accurately track the start and stop times of their meal periods or allow them to report a short,
10 missed, or interrupted meal period. As stated, because Defendants' supervisors logged the
11 start and stop times of meal periods in Defendants' timekeeping system, which Plaintiff and
12 other non-party Aggrieved Employees did not have access to, Defendants, upon information
13 and belief, would record that compliant meal periods were taken, even if that was not the case.
14 Alternatively, Defendants implemented a company-wide practice and/or policy of
15 automatically deducting meal periods from Plaintiff's and other non-party Aggrieved
16 Employees' time records. As a result, because Defendants' supervisors recorded 30-minute
17 meal periods were taken, even when meal periods were short, missed, or interrupted, Plaintiff
18 and other non-party Aggrieved Employees were not paid for all hours worked during meal
19 periods.

20 72. Third, during the relevant time period, on information and belief, Defendants
21 had, and continue to have, a uniform practice and/or policy of understaffing their locations
22 while assigning heavy workloads and productivity targets or quotas, which resulted in a lack
23 of adequate meal period coverage. For example, Plaintiff and other non-party Aggrieved
24 Employees were expected to meet certain productivity targets, such as building 10-20 sites
25 within five (5) months or less. Defendants, on a company-wide basis, also had a practice of
26 failing to schedule meal periods which, in conjunction with understaffing and the assignment
27 of heavy workloads, further caused Plaintiff and other non-party Aggrieved Employees to not
28 be relieved of their duties for compliant meal periods. For example, Plaintiff worked through

1 his meal periods 2-3 times per week and had his meal periods interrupted and/or cut short 2-3
2 times per week in order to meet Defendants' productivity expectations. Thus, Plaintiff's and
3 other non-party Aggrieved Employees' meal periods were missed and/or interrupted to
4 complete their assigned workloads. Defendants did not pay Plaintiff and other non-party
5 Aggrieved Employees for the time they continued to perform tasks during meal periods.

6 73. Moreover, Plaintiff and other non-party Aggrieved Employees were required to
7 respond to calls from management on their personal mobile devices during unpaid meal
8 periods. Defendants knew or should have known that Plaintiff and other non-party Aggrieved
9 Employees were being made to work during unpaid meal periods, including communicating
10 with management in order to meet Defendants' expectations, but failed to compensate them
11 for this off-the-clock work.

12 74. Defendants knew or should have known that, as a result of these company-wide
13 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
14 their assigned duties off-the-clock before and after their shifts and during meal periods, and
15 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
16 and other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or
17 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
18 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
19 overtime wages for all of the overtime hours they actually worked.

20 75. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
21 correct overtime rate for the recorded overtime hours that they generated. In addition to an
22 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay, shift
23 differential pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
24 violation of the California Labor Code, Defendants failed to incorporate all compensation,
25 including incentive pay, shift differential pay, nondiscretionary bonuses, and/or other forms of
26 remuneration, into the calculation of the regular rate of pay for purposes of calculating the
27 overtime wage rate. Therefore, during times when other non-party Aggrieved Employees
28 worked overtime and received these other forms of pay, Defendants failed to pay all overtime

1 wages by paying a lower overtime rate than required.

2 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
3 the balance of overtime compensation as required by California law, violates the provisions of
4 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
5 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
6 558 and/or 2699(a), (f), and (g).

7 **FAILURE TO PAY MINIMUM WAGES**

8 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

9 77. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
10 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment
11 of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in
12 IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control
13 of an employer, and includes all the time the employee is suffered or permitted to work,
14 whether or not required to do so." Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining "Hours
15 Worked").

16 78. As set forth above, due to Defendants' company-wide policies and/or practices
17 of not permitting employees to record all their hours worked and limiting overtime accrual,
18 Defendants failed to record all hours worked outside of scheduled shifts or during meal
19 periods, including time spent working before scheduled shift-times and communicating with
20 management about work-related matters on days off. Moreover, due to Defendants' policy of
21 rounding or underreporting Plaintiff's and other non-party Aggrieved Employees' clock-in
22 and clock-out times in their timekeeping system to the nearest half-hour, Defendants failed to
23 compensate Plaintiff and other non-party Aggrieved Employees fully for all hours worked.

24 79. Additionally, due to Defendants' policies and/or practices of understaffing
25 while assigning heavy workloads/quotas, failing to schedule meal periods, and requiring
26 employees to respond to calls from management, Plaintiff and other non-party Aggrieved
27 Employees were forced to forego meal periods, have their meal periods interrupted, and/or
28 were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated,

Defendants' company-wide timekeeping practices and/or policies did not permit employees, including Plaintiff and other non-party Aggrieved Employees, to accurately track the start and stop times of their meal periods or allow them to report a short, or interrupted meal periods. Alternatively, Defendants had a company-wide practice and/or policy of automatically deducting meal periods from Plaintiff's and other non-party Aggrieved Employees' time records, even when meal periods were missed, short, and/or interrupted. Thus, Defendants systematically failed to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

80. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants 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, and 1198.

81. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

82. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

83. At all relevant times herein set forth, California Labor Code section 512(a) provides that 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 a 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

1 employer and the employee. Under California law, first meal periods must start after no more
2 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

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

6 85. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198,
7 and the applicable IWC Wage Order also require employers to provide a second meal period
8 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
9 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
10 total hours worked is no more than twelve (12) hours, the second meal period may be waived
11 by mutual consent of the employer and the employee only if the first meal period was not
12 waived.

13 86. First, as described above, Defendants did not have a mechanism in place for
14 employees to track and record the start and stop times of their meal periods. Instead,
15 Defendants gave their supervisors exclusive control and discretion over employee punch-in and
16 punch-out times, including meal period start and stop times. Because Plaintiff and other non-
17 party Aggrieved Employees did not have access to the timekeeping system, they were unable to
18 record when their meal periods were missed, late, interrupted, or cut short. Alternatively,
19 Defendants implemented a company-wide policy and practice of automatically deducting meal
20 periods from Plaintiff's and other non-party Aggrieved Employees' time records regardless of
21 whether they had actually received a compliant meal period.

22 87. Second, as also stated above, on information and belief, Defendants had, and
23 continue to have, company-wide policies and/or practices of understaffing their locations while
24 assigning heavy workloads and productivity quotas, and failing to schedule meal periods, which
25 resulted in a lack of meal period coverage and prevented Plaintiff and other non-party
26 Aggrieved Employees from taking all timely and/or uninterrupted meal periods to which they
27 were entitled. Consequently, Plaintiff and other non-party Aggrieved Employees were forced to
28 work in excess of five (5) hours before taking a meal period, had their meal periods interrupted,

1 and/or had to forgo their meal periods altogether. For example, Plaintiff missed his meal
2 periods about 2-3 times per week and took his meal periods late, after the end of his fifth hour of
3 work, about 3-4 times per week. When he was able to take his meal periods, they were often
4 interrupted or cut short in order to meet Defendants' productivity expectations.

5 88. Third, as stated, Defendants had, and continue to have, a company-wide policy
6 and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees carry
7 personal mobile devices, including cellular phones, to respond to requests at all times, including
8 during meal periods. Defendants' management contacted Plaintiff and other non-party
9 Aggrieved Employees on their mobile devices during meal periods to discuss work-related
10 matters. For example, Plaintiff often had his meal periods interrupted and/or shortened by his
11 manager calling on his cellular phone to discuss work-related tasks.

12 89. Fourth, Defendants also did not provide Plaintiff and other non-party
13 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
14 of ten (10) hours in one day. During his employment, Plaintiff regularly worked shifts in
15 excess of ten (10) or more hours per day but was never provided a second 30-minute meal
16 period. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
17 waivers on days that they were entitled to meal periods and were not relieved of all duties.

18 90. At all times herein mentioned, Defendants knew or should have known that, as
19 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
20 from being relieved of all duties and required to perform some of their assigned duties during
21 meal periods. Defendants further knew or should have known that Defendants did not pay
22 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
23 were late, interrupted, shortened, and/or missed.

24 91. As described above, Defendants' company-wide policy and/or practice of
25 rounding or underreporting employee clock-in and clock-out times in their timekeeping system
26 prevented Plaintiff and other non-party Aggrieved Employees from receiving meal period
27 premiums when they took late and/or shortened meal periods. Defendants' rounding policy
28 rounded employees' clock-in and clock-out times in their timekeeping system to the nearest half

(0.5) of an hour. Thus, to the extent that Defendants' timekeeping system reported that Plaintiff and other non-party 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, Plaintiff and other non-party Aggrieved Employees were entitled to a meal period penalty. Plaintiff and other non-party Aggrieved Employees did not receive meal period penalties for these improperly rounded meal periods.

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

93. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

94. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

95. At all relevant times, 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

1 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
2 hours or major fraction thereof” unless the total daily work time is less than three and one-half
3 (3 ½) hours.

4 96. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any rest period mandated by an applicable
6 order of the California IWC. To comply with its obligation to authorize and permit rest
7 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
8 employer must “relinquish any control over how employees spend their break time, and
9 relieve their employees of all duties—including the obligation that an employee remain on
10 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
11 *Inc.*, 2 Cal. 5th 257, 269-270 (2016).

12 97. Pursuant to the applicable IWC Wage Order and California Labor Code section
13 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
14 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
15 required rest period was not authorized and permitted.

16 98. During the relevant time period, Defendants regularly failed to authorize and
17 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
18 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
19 Defendants’ company-wide practices, including understaffing and assigning heavy workloads
20 and productivity quotas, prevented Plaintiff and other non-party Aggrieved Employees from
21 being relieved of all duty to take rest periods. Additionally, Defendants failed to schedule rest
22 periods, which, coupled with Defendants’ failure to provide adequate rest period coverage,
23 further led to Plaintiff and other non-party Aggrieved Employees not being authorized and
24 permitted to take compliant rest periods.

25 99. Furthermore, on information and belief, Defendants maintained and
26 implemented a company-wide on-premises rest period policy, which effectively required that
27 Plaintiff and/or other non-party Aggrieved Employees remain on the premises during their rest
28 periods. Because Plaintiff and/or other non-party Aggrieved Employees were restricted from

1 leaving Defendants' premises during rest periods, they were denied the ability to use their rest
2 periods freely for their own purposes, such as running personal errands. Thus, Defendants
3 effectively maintained control over Plaintiff and/or other non-party Aggrieved Employees
4 during rest periods.

5 100. As a result of Defendants' practices and policies, Plaintiff and other non-party
6 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
7 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
8 were entitled. For example, Plaintiff had to forego nearly all of his rest periods because of the
9 heavy workload and productivity quotas Defendants assigned to him. On the rare occasions he
10 was able to take a rest period, they were cut short because his foreman asked him to return to
11 work.

12 101. Defendants have also engaged in a company-wide practice and/or policy of not
13 paying all rest period premiums owed when compliant rest periods are not authorized and
14 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
15 Employees have not received premium pay for all missed rest periods. Alternatively, to the
16 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
17 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
18 Employees at the correct rate of pay for premiums because Defendants failed to include all
19 forms of compensation, such as incentive pay, shift differential pay, nondiscretionary bonuses,
20 and/or other forms of remuneration, in the regular rate of pay.

21 102. Accordingly, Defendants failed to authorize and permit all compliant rest
22 periods and failed to pay the full rest period premiums due. Defendants' conduct violates the
23 applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198.
24 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
25 penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

26 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
27 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

28 103. At all relevant times herein, California Labor Code section 226(a) provides that

1 every employer shall furnish each of his or her employees an accurate and complete itemized
2 wage statement in writing, including, but not limited to, the name and address of the legal
3 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
4 applicable rates of pay.

5 104. During the relevant time period, Defendants have knowingly and intentionally
6 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
7 inaccurate wage statements. For example, Defendants issued uniform wage statements to
8 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
9 earned; total hours worked; net wages earned; the address of the legal entity that is the
10 employer; and all applicable hourly rates in effect during the pay period, including rates of pay
11 for overtime wages, meal and rest period premiums, and/or paid sick leave, and the
12 corresponding number of hours worked at each hourly rate. Specifically, Defendants violated
13 sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

14 105. Because Defendants did not record the time Plaintiff and other non-party
15 Aggrieved Employees spent working off-the-clock, improperly rounded their total hours
16 worked, and deducted time from their records for meal periods that were interrupted and/or
17 missed (and therefore time for which they should have been paid), Defendants did not list the
18 correct amount of gross wages and net wages earned by Plaintiff and other non-party
19 Aggrieved Employees in compliance with section 226(a)(1) and section 226(a)(5),
20 respectively. For the same reason, Defendants failed to accurately list the total number of
21 hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section
22 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period
23 and the corresponding accurate number of hours worked at each hourly rate, in violation of
24 section 226(a)(9).

25 106. Additionally, because Defendants did not calculate other non-party Aggrieved
26 Employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
27 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
28 wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in

1 violation of section 226(a)(5). Defendants also failed to correctly list all applicable hourly
2 rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and
3 rest period premiums, and/or paid sick leave in violation of section 226(a)(9).

4 107. In addition, and separately from these violations, Defendants issued uniform
5 wage statements to Plaintiff and other non-party Aggrieved Employees that failed to list the
6 address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
7 section 226(a)(8) is to provide California employees with transparency as to the true identity of
8 their employer, to allow the employee to contact their employer during employment or in the
9 future for various reasons, including filing an administrative claim, judicial claim, or other
10 action to seek relief against their employer, to obtain unemployment benefits, etc. During the
11 relevant time period, Defendants systematically, and on a company-wide basis, issued wage
12 statements to Plaintiff and other non-party Aggrieved Employees that fail to list the employing
13 entity's correct address. Plaintiff's and other non-party Aggrieved Employees' wage statements
14 incorrectly list the employer's address as "800 S Douglas Road, Coral Gables FL 33134," but
15 according to the California Secretary of State's website, MASTEC SERVICES COMPANY,
16 INC.'s entity address should be "800 S DOUGLAS RD, **SUITE 1200** CORAL GABLES, FL
17 33134."

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

26 109. California Labor Code section 1174(d) provides that "[e]very person employing
27 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
28 employed and the ages of all minors" and "[k]eep, at a central location in the state or at the

1 plants or establishments at which employees are employed, payroll records showing the hours
2 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
3 applicable piece rate paid to, employees employed at the respective plants or
4 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
5 civil penalty if they fail to maintain accurate and complete records as required by section
6 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
7 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
8 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
9 as a result of failing to record the off-the-clock hours that they worked and improperly
10 rounding Plaintiff’s and other non-party Aggrieved Employees’ total hours worked.

11 110. California Labor Code section 1198 provides that the maximum hours of work
12 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
13 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
14 employment of any employees for longer hours than those fixed by the order or under
15 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
16 Wage Order, employers are required to keep accurate time records showing when the
17 employee begins and ends each work period and meal period. During the relevant time
18 period, Defendants engaged in company-wide practices and/or policies of failing to record
19 actual hours worked (including falsifying time records by recording that compliant meal
20 periods were taken regardless of if or when meal periods were actually taken), and thereby
21 failed, on a company-wide basis, to keep accurate records of work period and meal period
22 start and stop times for Plaintiff and other non-party Aggrieved Employees, in violation of
23 section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and other non-
24 party Aggrieved Employees with second 30-minute meal periods to which they were entitled,
25 Defendants kept no records of meal start and end times for second meal periods.

26 111. Defendants’ conduct violates California Labor Code 226(a), 1174(d), and 1198.
27 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
28 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

1 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

2 **VIOLATION OF LABOR CODE SECTION 204**

3 112. At all relevant times herein set forth, California Labor Code section 204
4 requires that all wages earned by any person in any employment between the 1st and the 15th
5 days, inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the 16th and the 26th day of the month during which
7 the labor was performed. Labor Code section 204 further provides that all wages earned by
8 any person in any employment between the 16th and the last day, inclusive, of any calendar
9 month, other than those wages due upon termination of an employee, are due and payable
10 between the 1st and the 10th day of the following month.

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

17 21. During the relevant time period, Defendants willfully failed to pay Plaintiff and
18 other non-party Aggrieved Employees all wages due to them within any time period specified
19 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
20 wages, meal and rest period premiums, and/or sick leave pay.

21 114. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
22 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

23 **FAILURE TO PAY WAGES UPON TERMINATION**

24 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

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

22. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

116. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or 2699(a), (f), and (g).

FAILURE TO PROVIDE PAID SICK LEAVE BENEFITS

VIOLATION OF LABOR CODE SECTION 246

117. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods

1 of the prior 90 days of employment.”

2 118. During the relevant time period, Defendants did not pay other non-party
3 Aggrieved Employees the correct sick leave rates of pay. As stated, in addition to an hourly
4 wage, Defendants paid Plaintiff and other non-party Aggrieved Employees incentive pay, shift
5 differential pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
6 violation of the California Labor Code, Defendants failed to incorporate all remunerations,
7 including incentive pay, shift differential pay, and/or nondiscretionary bonuses, into the
8 calculation of the regular rate of pay for purposes of calculating the sick leave rate. Therefore,
9 during times when other non-party Aggrieved Employees took sick leave and received these
10 other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave
11 rate than required. Specifically, Defendants paid other non-party Aggrieved Employees sick
12 leave based on their hourly rate of pay instead of their regular rate of pay.

13 119. Defendants’ failure to properly calculate the sick leave rates of pay based on all
14 remuneration paid has resulted in an underpayment of sick leave benefits to other non-party
15 Aggrieved Employees on a company-wide basis in violation of California Labor Code 246(l).

16 120. Other non-party Aggrieved Employees are therefore entitled to recover civil
17 penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

18 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

19 **VIOLATION OF LABOR CODE SECTION 2802**

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

1 required to provide and maintain hand tools and equipment customarily required by the trade
2 or craft.”

3 122. First, during the relevant time period, Plaintiff and other non-party Aggrieved
4 Employees were required to use their personal mobile devices, including, but not limited to,
5 cellular phones, and/or mobile data to carry out their job duties, but Defendants failed to
6 reimburse them for the costs of their work-related mobile device expenses. For example,
7 Plaintiff was required to use his personal cellular phone to communicate with management
8 about work-related matters. Although Defendants required Plaintiff and other non-party
9 Aggrieved Employees to utilize their personal mobile devices and/or mobile data to carry out
10 their work-related responsibilities, Defendants failed to reimburse them for these costs.

11 123. Second, during the relevant time period, Defendants, on a company-wide basis,
12 required that Plaintiff and other non-party Aggrieved Employees use their own personal
13 vehicles to travel to worksites. For example, on three occasions, Plaintiff was required to travel
14 a total of about 40-60 miles to and from his assigned worksites. Although Defendants required
15 Plaintiff and other non-party Aggrieved Employees to utilize their personal vehicles to carry out
16 their work-related responsibilities, Defendants failed to fully reimburse them for their mileage
17 or travel expenses.

18 124. Third, during the relevant time period, Defendants required Plaintiff and other
19 non-party Aggrieved Employees to purchase tools, supplies, and/or equipment that were
20 necessary for the completion of their work-related duties. For example, during his employment,
21 Plaintiff spent about \$55 to \$85 to purchase tools and safety equipment such as wrenches,
22 screwdrivers, and ear plugs, because Defendants failed to provide him with these necessary
23 tools, supplies, and/or safety equipment which were required for the workplace to operate
24 properly and/or meet management’s expectations. Although Defendants required Plaintiff and
25 other non-party Aggrieved Employees to purchase and use their own tools, supplies, and/or
26 safety equipment in the performance of their duties, they did not reimburse them for these
27 expenses.

28 125. Defendants could have provided Plaintiff and other non-party Aggrieved

1 Employees with the actual equipment for use on the job, such as company mobile devices,
2 company vehicles, tools, and safety equipment, or Defendants could have fully reimbursed
3 employees for their mobile device usage, mileage, travel expenses, tools, and safety equipment.
4 Instead, Defendants passed these operating costs off onto Plaintiff and other non-party
5 Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the
6 minimum wage.

7 126. Defendants' company-wide policy and/or practice of not reimbursing
8 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
9 and other non-party Aggrieved Employees violates California Labor Code section 2802.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

12 **FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF**
13 **EMPLOYMENT**

14 **VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)**

15 127. California's Wage Theft Prevention Act was enacted to ensure that employers
16 provide employees with basic information material to their employment relationship at the
17 time of hiring, and to ensure that employees are given written and timely notice of any
18 changes to basic information material to their employment. Codified at California Labor
19 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
20 employer must provide written notice to employees containing basic and material payroll
21 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
22 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
23 overtime, the regular payday designated by the employer, and any allowances claims as part
24 of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-
25 (C).

26 128. During the relevant time period, Defendants failed to provide Plaintiff and
27 other non-party Aggrieved Employees with written notice that lists all the requisite
28 information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

1 129. Defendants' failure to provide Plaintiff and other non-party Aggrieved
2 Employees with written notice of basic information regarding their employment with
3 Defendants is in violation of California Labor Code section 2810.5. Plaintiff and other non-
4 party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor
5 Code sections 2699(a), (f), and (g).

6 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

7 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

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

14 131. During the relevant period, as stated above, Defendants failed to provide
15 Plaintiff and other non-party Aggrieved Employees with personal protective equipment, such
16 as ear plugs, to keep them safe in the workplace. Despite the fact that Defendants required
17 Plaintiff and other non-party Aggrieved Employees to wear certain personal protective
18 equipment, including ear plugs, while engaged in their work-related duties, Defendants failed
19 to provide such reasonably necessary equipment to Plaintiff and other non-party Aggrieved
20 Employees to keep them safe.

21 132. Defendants' failure to provide Plaintiff and other non-party Aggrieved
22 Employees with safety devices and safeguards for the workplace violates Labor Code sections
23 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are entitled to recover
24 penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a),
25 (f), and (g).

26 **REQUEST FOR JURY TRIAL**

27 Plaintiff requests a trial by jury.

28 //

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
3 judgment against Defendants, jointly and severally, as follows:

4 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
5 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
6 amount.

7 **As to the First Cause of Action**

8 2. That the Court declare, adjudge and decree that Defendants violated the
9 following California Labor Code provisions as to Plaintiff and/or other non-party Aggrieved
10 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
11 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of
12 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
13 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
17 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
18 termination); 246 (by failing to properly calculate sick leave pay); 2802 (by failing to
19 reimburse business expenses); 2810.5 (by failing to provide written notice of material terms of
20 employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

21 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3,
22 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code sections
23 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
24 2802, 2810.5, 6401, and 6403;

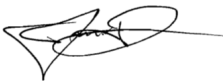
25 4. For attorneys' fees and costs pursuant to California Labor Code section
26 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
27 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
28 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403;

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- 5. For pre-judgment and post-judgment interest as provided by law; and
- 6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: January 9, 2023

Respectfully submitted,
Capstone Law APC



By: _____

Robert Drexler
Molly DeSario
Jonathan Lee

Attorneys for Plaintiff Daniel Hutchinson