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PEDRO PAEZ NAVARRO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

PEDRO PAEZ NAVARRO, individually,
and on behalf of other members of the
general public similarly situated,

Plaintiff,

vs.

LYNCH READY MIX CONCRETE CO.
DBA MISSION READY MIX, a
California corporation; STATE READY
MIX, INC., a California corporation; and
DOES 1-50, inclusive,

Defendants.

Case No.: 25CV03810

**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 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 §§ 1194, 1771, 1773.1, 1774, and 1776 (Failure to Pay Prevailing Wages on Public Works);
- (4) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (5) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

Plaintiff Pedro Paez Navarro, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

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

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of

1 jurisdiction over them by the California courts consistent with traditional notions of fair play
2 and substantial justice.

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

6 THE PARTIES

7 4. Plaintiff Pedro Paez Navarro is a resident of Santa Maria in Santa Barbara
8 County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee
9 from approximately July 2022 to November 2024. Plaintiff worked for Defendants as a driver
10 at their facility in Goleta, California. During his employment, Plaintiff typically worked eight
11 and a half (8 1/2) to fifteen (15) hours per day and six (6) days per week. Plaintiff's primary job
12 duties included, without limitation, delivering materials from Defendants' warehouse to
13 jobsites, assisting with setting up and pouring of concrete, and taking excess concrete back to
14 Defendants' facility. Plaintiff was paid at an hourly rate of \$28.00-\$33.00.

15 5. LYNCH READY MIX CONCRETE CO. DBA MISSION READY MIX was
16 and is, upon information and belief, a California corporation, and at all times hereinafter
17 mentioned, an employer whose employees are engaged throughout this county and the State of
18 California.

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

23 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
24 were the partners, agents, owners, or managers of LYNCH READY MIX CONCRETE CO.
25 DBA MISSION READY MIX at all relevant times.

26 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to LYNCH READY MIX
28 CONCRETE CO. DBA MISSION READY MIX; and/or DOES 1 through 10 (collectively,

1 “Defendants” or “LYNCH READY MIX”), each acting as the agent, employee, alter ego,
2 and/or joint venturer of, or working in concert with, each of the other co-Defendants and was
3 acting within the course and scope of such agency, employment, joint venture, or concerted
4 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
5 were in accordance with, and represent, the official policy of Defendants.

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

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

13 GENERAL ALLEGATIONS

14 11. Defendants own and operate a concrete business that provides concrete for
15 residential, commercial, and public infrastructure projects. Upon information and belief,
16 Defendants maintain a single, centralized Human Resources (“HR”) department at their
17 company headquarters in Ventura, California, which is responsible for the recruiting and hiring
18 of new employees, and communicating and implementing Defendants’ company-wide policies,
19 including timekeeping policies and meal and rest period policies, to employees throughout
20 California.

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

28 13. Upon information and belief, Defendants maintain a centralized Payroll

1 department at their company headquarters in Ventura, California, which processes payroll for
2 all non-exempt, hourly paid employees working for Defendants at their various locations in
3 California, including Plaintiff and class members. Based upon information and belief,
4 Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees
5 in California, irrespective of their work locations. Upon information and belief, Defendants
6 process payroll for departing employees in the same manner throughout the State of California,
7 regardless of the manner in which each employee's employment ends.

8 14. Defendants continue to employ non-exempt or hourly paid employees in
9 California.

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

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

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

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

25 19. 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 prevailing wages
27 on public works projects and that they were not receiving prevailing overtime wages. In
28 violation of the California Labor Code, Plaintiff and class members were not paid prevailing

1 wages for qualifying work on public works projects.

2 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to meal periods in accordance
4 with the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage
5 Order or payment of one (1) additional hour of pay at their regular rates of pay when they were
6 not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
7 class members were not provided with all meal periods or payment of one (1) additional hour of
8 pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)
9 minute meal period.

10 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to rest periods in accordance
12 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
13 additional hour of pay at their regular rates of pay when they were not authorized and permitted
14 to take a compliant rest period and that Plaintiff and class members were not authorized and
15 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
16 pay at their regular rates of pay when they were not authorized and permitted to take a
17 compliant rest period.

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

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

27 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to timely payment of all

wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, prevailing wages on public works, and meal and rest period premiums, within permissible time periods.

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

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

27. 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

28. 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.

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

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

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

- (a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.
- (b) An aggrieved employee’s notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation (“LWDA Notice”) within sixty (60) calendar days of the postmark date of the aggrieved employee’s notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the postmark date of the aggrieved employee’s notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

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

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

18
19 33. On June 23, 2025, Plaintiff provided written notice by online filing to the LWDA
20 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
21 alleged to have been violated, including facts and theories to support the alleged violations, in
22 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
23 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
24 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
25 Number LWDA-CM-1107040-25. A true and correct copy of Plaintiff's written notice to the
26 LWDA and Defendants is attached hereto as "Exhibit 1."

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

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

35. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, 2802, and 2810.5.

36. 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 "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

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

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

39. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on his own behalf, as well as on behalf of each and all

1 other persons similarly situated, and thus seeks class certification under California Code of Civil
2 Procedure section 382.

3 41. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 42. Plaintiff's proposed class consists of and is defined as follows:

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

9 43. Plaintiff's proposed subclass consists of and is defined as follows:

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

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

15 45. 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 46. 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, over twelve (12) hours per day, or over forty
22 (40) hours per week and failed to pay all legally required overtime
23 compensation to Plaintiff and class members;
24 (b) Whether Defendants failed to pay Plaintiff and class members at least
25 minimum wages for all hours worked;
26 (c) Whether Defendants failed to pay Plaintiff and class members
27 prevailing wages on public works;
28 (d) Whether Defendants failed to provide Plaintiff and class members with
meal periods;

- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, prevailing wages on public works, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed timely to pay overtime wages, minimum wages, prevailing wages on public works, and/or meal and rest period premiums, due to Plaintiff and class members during their employment;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (l) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

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

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of

Defendants' employment records.

- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve 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 and 1198—Unpaid Overtime (Against all Defendants)

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

49. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC 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.”

50. 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.

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

52. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members 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.

53. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)

hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

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

55. During the relevant period, Defendants failed to pay Plaintiff and class members for all hours worked. For example, Defendants, at times, required Plaintiff and class members to clock out and wash the work trucks. However, Defendants, at times, failed to compensate Plaintiff and class members for this time, and on other occasions, paid them just 15 minutes to perform this task, when in reality it typically took longer.

56. Furthermore, Defendants failed to pay Plaintiff and class members the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants 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 Plaintiffs and class members worked overtime and received these other forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

57. Because Plaintiff and class members worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

58. 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 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)

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

60. 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. 9-2001 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, § 11090(2)(H) (defining "Hours Worked").

61. As stated, during the relevant period, Defendants failed to pay Plaintiff and class members for all hours worked. For example, Defendants, at times, required Plaintiff and class members to clock out and wash the work trucks. However, Defendants paid them just 15 minutes to perform this task, when in reality it typically took longer.

62. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. 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, 1197.1, and 1198.

63. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

2 **THIRD CAUSE OF ACTION**

3 **Violations of California Labor Code §§ 1194, 1771, 1773.1, 1774, and 1776 —Unpaid**
4 **Prevailing Wages on Public Works**

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

7 65. At all times mentioned herein, Defendants were subject to the minimum wage
8 requirements pursuant to Labor Code section 1194 and to California's Prevailing Wage Law
9 pursuant to Labor Code section 1771 et seq., regarding work undertaken in execution of public
10 contracts. Pursuant to Labor Code section 1194, Defendants had a duty to pay Plaintiff not less
11 than the minimum required hourly rate of pay and legal overtime wage for their work on the
12 projects. Pursuant to Labor Code sections 1771 and 1774, Defendants had a duty to pay
13 Plaintiff not less than the general prevailing rate of per diem wages, and not less than the
14 general prevailing rate of per diem wages for holiday and overtime work. California Labor Code
15 sections 1773.1 and 1776 require employers to post wage determinations at the jobsite and maintain
16 certified payroll records.

17 66. The per diem wages and prevailing wages required to be paid pursuant to Labor
18 Code sections 1194, 1771, 1773.1, 1774, and 1776 are set forth in annual and semi-annual
19 bulletins published by the California Department of Industrial Relations.

20 67. Defendants violated their statutory duty under California Labor Code sections
21 1770 through 1775 by failing to pay prevailing wages to Plaintiff and class members who
22 performed qualifying work on public works projects. Under information and belief, Plaintiff
23 and class members were engaged in construction and maintenance tasks that were funded in
24 whole or in part with public money, bringing the work squarely within the scope of Labor Code
25 section 1720. Despite this, Defendants compensated them at rates below the prevailing wage
26 established by the Department of Industrial Relations for their trade and geographic area.
27 Moreover, there is no evidence that Defendants posted the required wage determinations at the
28 jobsite or maintained certified payroll records, as required by sections 1773.1 and 1776.

Defendants also failed to pay the applicable prevailing overtime rates for hours worked in excess of eight (8) per day and forty (40) per week, further compounding the violation under section 1773.1.

68. Defendants' failure to pay prevailing wages on public works violates California Labor Code sections 1194, 1771, 1773.1, 1774, and 1776. Plaintiff and class members are therefore entitled to injunctive relief and recovery of such amounts, including interest thereon, attorney's fees, costs, and penalties.

FOURTH CAUSE OF ACTION

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

Violations

(Against all Defendants)

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

70. 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 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).

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

72. At all relevant times herein set forth, 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.

73. During the relevant time period, Defendants failed to provide Plaintiff and class members with compliant, duty-free meal periods as required by law. Due to the demanding workload and Defendants' policies and practices, Plaintiff and class members were typically allowed only brief interruptions—often no more than fifteen minutes—to eat, after which they were expected to resume work immediately. Plaintiff and class members were not relieved of all duties during these periods, did not clock out for meal breaks, and routinely worked through their shifts without receiving an uninterrupted thirty-minute meal period.

74. On information and belief, Defendants engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, Defendants failed to pay premiums at the regular rate of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

FIFTH CAUSE OF ACTION

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

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

77. 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 class members' employment by Defendants.

1 78. At all relevant times, the applicable IWC Wage Order provides that “[e]very
2 employer shall authorize and permit all employees to take rest periods, which insofar as
3 practicable shall be in the middle of each work period” and that the “rest period time shall be
4 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
5 hours or major fraction thereof” unless the total daily work time is less than three and one-half
6 (3 ½) hours.

7 79. At all relevant times, California Labor Code section 226.7 provides that no
8 employer shall require an employee to work during any rest period mandated by an applicable
9 order of the California IWC. To comply with its obligation to authorize and permit rest periods
10 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
11 must “relinquish any control over how employees spend their break time, and relieve their
12 employees of all duties—including the obligation that an employee remain on call. A rest
13 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
14 257, 273 (2016). California Labor Code section 226.7 and the applicable IWC Wage Order also
15 provide that rest periods shall be counted as hours worked for which there shall be no deduction
16 from wages.

17 80. Pursuant to the applicable IWC Wage Order and California Labor Code section
18 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional
19 hour of pay at their regular rates of pay for each work day that a required rest period was not
20 authorized and permitted.

21 81. During the relevant time period, Defendants regularly failed to authorize and
22 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
23 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
24 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and class
25 members from being relieved of all duty to take compliant rest periods. Moreover, Defendants
26 failed to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest
27 period coverage, further led to Plaintiff and class members not being authorized and permitted
28 to take compliant rest periods.

82. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.

83. Defendants have also 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, Plaintiff and class members have not received premium pay for all missed rest periods. To the extent that Defendants paid rest period premiums, on information and belief, Defendants failed to pay premiums at the regular rate of pay.

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

SIXTH CAUSE OF ACTION

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

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

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

87. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members 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

1 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
 2 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

3 88. During the relevant period, Defendants' wage statements failed to list the name
 4 and address of the legal entity that is the employer. Specifically, Defendants' wage statements
 5 often listed "Mission Ready Mix, 11011 Azahar Street 4, Saticoy CA 93004." However, under
 6 information and belief, Defendants' actual legal entity name is Lynch Ready Mix Concrete Co.
 7 and their address is in Ventura, California. At other times throughout the relevant period,
 8 Defendants issued wage statements that listed Defendants' address as "1230 Mission Dr.,
 9 Solvang, CA 93463."

10 89. Further, because Defendants did not record the time Plaintiff and Subclass
 11 members spent working off the clock, Defendants did not list the correct amount of gross wages
 12 and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1)
 13 and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of
 14 hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to
 15 list the applicable hourly rates of pay in effect during the pay period and the corresponding
 16 accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

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

1 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
 2 applicable piece rate paid to, employees employed at the respective plants or
 3 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
 4 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
 5 members showing the daily hours they worked and the wages paid thereto as a result of failing
 6 to record the off-the-clock hours that they worked.

7 92. California Labor Code section 1198 provides that the maximum hours of work
 8 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
 9 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
 10 of any employees for longer hours than those fixed by the order or under conditions of labor
 11 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
 12 are required to keep accurate time records showing when the employee begins and ends each
 13 work period and meal period. During the relevant time period, Defendants engaged in
 14 company-wide practices and/or policies of failing to record actual hours worked, and thereby
 15 failed to keep accurate records of work period and meal period start and end times for Plaintiff
 16 and Subclass members, in violation of section 1198.

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

21 SEVENTH CAUSE OF ACTION

22 Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon 23 Termination 24 (Against all Defendants)

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

27 95. This cause of action is dependent upon, and wholly derivative of, the overtime
 28 wages, minimum wages, meal and rest period premiums, and/or vested vacation wages that were

1 not timely paid to Plaintiff and those class members no longer employed by Defendants upon
2 their termination.

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

10 97. During the relevant period, Defendants failed to timely pay employees their final
11 wages upon their separation of employment with Defendants. For example, Defendants
12 terminated Plaintiff's employment, but did not issue his final paycheck until about four (4) days
13 after his date of termination.

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

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

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EIGHTH CAUSE OF ACTION

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

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

101. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, prevailing wages on public works, and/or meal and rest period premiums that were not timely paid to Plaintiff and class members during their employment.

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

103. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (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 first (1st) and the tenth (10th) day of the following month.

104. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, 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.

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

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

NINTH CAUSE OF ACTION

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

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

108. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees 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 provides that: "[w]hen the employer requires the use of tools or equipment or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may provide and maintain hand tools and equipment customarily required by the trade or craft."

109. First, during the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own mobile devices, including, but not limited to, personal mobile phones, and/or mobile data to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related mobile device expenses. Plaintiff and class members were required to use their personal mobile devices for work-related tasks, including responding to calls and text messages from Defendants' management regarding scheduling. Although Defendants required Plaintiff and class members to utilize their personal mobile devices to carry out their work-related duties, Defendants failed to reimburse them for this cost.

110. Second, during the relevant period, Defendants failed to provide personal

protective equipment (“PPE”) and failed to reimburse Plaintiff and class members when they had to purchase PPE for themselves. For example, Plaintiff bought multiple boxes of facemasks which were necessary to prevent the inhalation of concrete particles/dust.

111. Defendants could have reimbursed employees for the costs of their work-related mobile device expenses and PPE. Instead, Defendants passed these operating costs off onto Plaintiff and class members.

112. Defendants’ company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff 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.

113. 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.

TENTH CAUSE OF ACTION

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

(Against all Defendants)

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

115. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802. 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 516, 1182.12, and 2810.5.

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

- 1 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
2 Wage Order for Defendants' failure to compensate Plaintiff and other
3 aggrieved employees with all required overtime pay, as alleged herein;
- 4 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and
5 1198, and the applicable IWC Wage Order for Defendants' failure to
6 compensate Plaintiff and other aggrieved employees with at least
7 minimum wages for all hours worked, as alleged herein;
- 8 (c) Violation of Labor Code sections 1194, 1771, 1773.1, 1774, and 1776 ,
9 and the applicable IWC Wage Order for Defendants' failure to pay
10 Plaintiff and other aggrieved employees all prevailing wages on public
11 works, as alleged herein;
- 12 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
13 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
14 and other aggrieved employees with meal periods, as alleged herein;
- 15 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to authorize and
17 permit Plaintiff and other aggrieved employees to take rest periods, as
18 alleged herein;
- 19 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
20 IWC Wage Order for failure to provide accurate and complete wage
21 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 22 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
23 IWC Wage Order for failure to maintain payroll records, as alleged
24 herein;
- 25 (h) Violation of Labor Code sections 201 and 202 for failure to pay all
26 earned wages upon termination, as alleged herein;
- 27
28

- 1 (i) Violation of Labor Code section 204 for failure to pay all earned wages
2 during employment, as alleged herein;
- 3 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
4 and other aggrieved employees for all business expenses necessarily
5 incurred, as alleged herein;
- 6 (k) Violation of California Code of Regulations Title 8, Section 3395 for
7 failure to provide heat recovery periods, as set forth below; and
- 8 (l) Violation of Labor Code section 2810.5 for failure to provide notice of
9 material terms of employment, as set forth below.

10 117. At all relevant times herein, California Labor Code sections 226.7, 516, and
11 1198, and the applicable IWC Wage Order require employers to provide recovery periods and
12 to pay an employee one (1) additional hour of pay at the employee's regular rate for each
13 work day that a rest or recovery period is not provided. California Labor Code section
14 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to
15 prevent heat illness. California Labor Code section 226.7 provides that no employer shall
16 require an employee to work during any recovery period mandated by an applicable order of
17 the California IWC, the Occupational Safety and Health Standards Board, or the Division of
18 Occupational Safety and Health. The applicable General Industry Safety Order provides that
19 "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the
20 employer shall have and maintain one or more areas with shade at all times while employees
21 are present that are either open to the air or provided with ventilation or cooling." Cal. Code
22 of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least
23 enough to accommodate the number of employees on recovery or rest periods, so that they
24 can sit in a normal posture fully in the shade without having to be in physical contact with
25 each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-
26 down rest in the shade when they feel the need to do so to protect themselves from
27 overheating. Such access to shade shall be permitted at all times." *Id.*

28

1 118. At all relevant times, Defendants violated California Labor Code section 226.7
2 and California Code of Regulations, Title 8, section 3395(d), because Defendants failed to
3 provide Plaintiff and other aggrieved employees with recovery periods. For example, Plaintiff
4 was not provided a shaded area for recovery near his work areas and was not permitted to take
5 recovery periods in a shaded area while cleaning Defendants' food trucks in hot weather.

6 119. At all relevant times, Defendants also has engaged in a company-wide practice
7 and/or policy of not paying all recovery period premiums owed when compliant recovery
8 periods are not provided. Because of this practice and/or policy, Plaintiff and other aggrieved
9 employees have not received premium pay for all missed recovery periods. Alternatively, to
10 the extent that Defendants did pay aggrieved employees at the correct rate of pay, because
11 Defendants systematically failed to include all compensation, such as incentive pay,
12 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

13 120. Defendants failed to authorize and permit all recovery periods in violation of
14 California Labor Code sections 226.7, 516, and 1198. Plaintiff and other aggrieved employees
15 are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor
16 Code sections 558 and/or 2699(a), (f)-(g).

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

28 122. At all relevant times, on information and belief, Defendants failed, on a

1 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
2 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants'
3 failure to provide Plaintiff and aggrieved employees with written notice of basic information
4 regarding their employment with Defendants is in violation of California Labor Code section
5 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil
6 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 **ELEVENTH CAUSE OF ACTION**

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

9 **Unlawful Business Practices**

10 **(Against all Defendants)**

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

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

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

21 126. Defendants’ activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business & Professions
23 Code sections 17200, *et seq.*

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

- 27 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
28 class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order, as alleged herein;

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

7 (c) Failing to pay all prevailing wages on public works to Plaintiff and class
8 members in violation of California Labor Code sections 1194, 1771,
9 1773.1, 1774, and 1776, and the applicable IWC Wage Order, as alleged
10 herein;

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

14 (e) Failing to authorize and permit Plaintiff and class members to take all rest
15 periods in violation of California Labor Code sections 226.7, 516, and
16 1198, and the applicable IWC Wage Order, as alleged herein;

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

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

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

26 128. 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 have
28 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

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

7 **TWELFTH CAUSE OF ACTION**

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

9 **Unfair Business Practices**

10 **(Against all Defendants)**

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

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

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

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

and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

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

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

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

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

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

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing

1 to pay all overtime wages due to Plaintiff and class members;

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

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

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

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

10 **As to the Second Cause of Action**

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

14 11. For general unpaid wages and such general and special damages as may be
15 appropriate;

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

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

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

21 15. For such other and further relief as the Court may deem equitable and
22 appropriate.

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

24 16. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code sections 1194, 1771, 1773.1, 1774, and 1776 by willfully failing to pay all
26 prevailing wages due to Plaintiff and class members;

27 17. For compensatory damages in the amount of Plaintiff's and each class members'
28 unpaid wages, including overtime, measured as the difference between accrued wages at the

proper prevailing wage and the actual wages paid to Plaintiff and class members, as may be proven at trial;

18. For pre-judgment interest as otherwise provided by law;

19. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to law; and

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

As to the Fourth Cause of Action

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

22. 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;

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

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

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

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

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

As to the Fifth Cause of Action

28. 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;

29. 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;

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

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

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

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

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

As to the Sixth Cause of Action

35. 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;

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

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

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

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

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

As to the Seventh Cause of Action

41. 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, prevailing wages on public works, and/or meal and rest period premiums owed at the time of

1 termination of the employment of Plaintiff and other terminated class members;

2 42. For all actual, consequential and incidental losses and damages, according to
3 proof;

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

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

8 45. For attorneys' fees pursuant to California Code of Civil Procedure section
9 1021.5, or as otherwise provided by law; and

10 46. For such other and further relief as the Court may deem equitable and
11 appropriate.

12 **As to the Eighth Cause of Action**

13 47. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
15 overtime wages, minimum wages, prevailing wages on public works, and/or meal and rest
16 period premiums, during their employment;

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

19 49. For statutory penalties according to proof pursuant to California Labor Code
20 section 210;

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

23 51. For attorneys' fees pursuant to California Code of Civil Procedure section
24 1021.5, or as otherwise provided by law; and

25 52. For such other and further relief as the Court may deem equitable and
26 appropriate.

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

28 53. 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;

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

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

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

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

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

As to the Tenth Cause of Action

59. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 1194, 1771, 1773.1, 1774, and 1776 (by failing to pay all prevailing wages on public works); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 2802 (by failing to reimburse business expenses); 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 (by failing to provide heat recovery periods); and 2810.5 (by failing to provide notice of material terms of employment);

60. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor Code

sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, and California Code of Regulations Title 8, Section 3395;

61. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, and California Code of Regulations Title 8, Section 3395;

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

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

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all prevailing wages on public works due to them, failing to authorize and permit Plaintiff and class members to take all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to reimburse Plaintiff and class members for business-related expenses, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

66. 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.*;

67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Code of Civil Procedure section 1021.5; and

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

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

5 69. That the Court declare, adjudge and decree that Defendants' conduct of denying
6 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
7 unfair business practice in violation of California Business and Professions Code sections
8 17200, *et seq.*;

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

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

16 72. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
17 California Code of Civil Procedure section 1021.5;

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

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

20 Dated: October 21, 2025

BROCK & GONZALES, LLP
CLAYTON | BRANDES

21
22 By: 

23 D. Aaron Brock
24 Joseph D. Parsons
25 *Attorneys for Plaintiff Pedro Paez Navarro*
26
27
28

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June 23, 2025

VIA ONLINE SUBMISSION

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

Subject: *Pedro Paez Navarro v. Lynch Ready Mix Concrete Co. dba LYNCH READY Mix, et al.*

Dear PAGA Administrator:

This office represents Pedro Paez Navarro in connection with his claims under the California Labor Code. Mr. Navarro was an employee of LYNCH READY MIX CONCRETE CO. DBA MISSION READY MIX and/or STATE READY MIX, INC. For the purpose of this letter, Mr. Navarro collectively refers to these entities as "LYNCH READY MIX."

The employer may be contacted directly at the addresses below:

LYNCH READY MIX CONCRETE CO.
11011 AZAHAR STREET, SUITE 4
VENTURA, CA 93004

STATE READY MIX, INC.
11011 AZAHAR STREET, SUITE 1
VENTURA, CA 93004

Mr. Navarro intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Navarro seeks relief on behalf of himself, the State of California, and other persons who are or were employed by LYNCH READY MIX in California as a non-exempt, hourly paid employee 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.

LYNCH READY MIX employed Mr. Navarro as an hourly paid, non-exempt employee from approximately July 2022 to approximately November 2024. Mr. Navarro worked as a Driver at LYNCH READY MIX's facility in Goleta, California and was paid at an hourly rate of \$33.00. During his employment, Mr. Navarro typically worked eight and a half (8 1/2) to fifteen (15) hours per day and six (6) days per week. Mr. Navarro's job duties included, without limitation, delivering materials from Defendants' warehouse to jobsites, assisting with setting up and pouring of concrete, and taking excess concrete back to Defendants' facility.

LYNCH READY MIX has committed one or more of the following Labor Code violations against Mr. Navarro, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

LYNCH READY MIX's Company-Wide and Uniform Payroll and HR Practices

LYNCH READY MIX CONCRETE CO. DBA MISSION READY MIX and STATE READY MIX, INC. are California corporations. Together, LYNCH READY MIX owns and operates a concrete business that provides concrete for residential, commercial, and public infrastructure projects. Upon information and belief, LYNCH READY MIX maintains a single, centralized Human Resources (HR) department at its company headquarters in Ventura, California, for all non-exempt, hourly paid employees working for LYNCH READY MIX in California, including Mr. Navarro and other aggrieved employees. At all relevant times, LYNCH READY MIX issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Navarro and other aggrieved employees, regardless of their location or position.

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

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

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a

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

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.

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

During the relevant period, LYNCH READY MIX failed to pay Mr. Navarro and other aggrieved employees for all hours worked. For example, LYNCH READY MIX, at times, required Mr. Navarro and other aggrieved employees to clock out and wash the work trucks. However, LYNCH READY MIX, at times, failed to compensate Mr. Navarro and aggrieved employees for this times, and on other occasions, paid them just 15 minutes to perform this task, when in reality it typically took longer.

Furthermore, LYNCH READY MIX failed to pay Mr. Navarro and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, LYNCH READY MIX paid Mr. Navarro and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, LYNCH READY MIX 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 Mr. Navarro and other aggrieved employees worked overtime and received these other forms of pay, LYNCH READY MIX failed to pay all overtime wages by paying a lower overtime rate than required.

Because Mr. Navarro and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Navarro and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 9-2001 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, § 11090(2)(H) (defining “Hours Worked”).

As stated, during the relevant period, LYNCH READY MIX failed to pay Mr. Navarro and other aggrieved employees for all hours worked. For example, LYNCH READY MIX, at times, required Mr. Navarro and other aggrieved employees to clock out and wash the work trucks. However, LYNCH READY MIX paid them just 15 minutes to perform this task, when in reality it typically took longer.

Thus, LYNCH READY MIX did not pay minimum wages for all hours worked by Mr. Navarro and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, LYNCH READY MIX 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, LYNCH READY MIX regularly failed to pay at least minimum wages to Mr. Navarro 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. Navarro and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1194, 1771, 1773.1, 1774, and 1776 – Unpaid Prevailing Wages on Public Works

California Labor Code sections 1194, 1771, 1773.1, 1774, and 1776 and California’s Prevailing Wage Law require employers to pay employees minimum wage regarding work undertaken in execution of public contracts. Labor Code section 1194 further provides that employers pay employees not less than the minimum required hourly rate of pay and legal overtime wage for their work on the projects. Additionally, Labor Code sections 1771 and 1774 provides that employers pay employees not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work. California Labor Code sections 1773.1 and 1776 require employers to post wage determinations at the jobsite and maintain certified payroll records.

The per diem wages and prevailing wages required to be paid pursuant to Labor Code sections 1194, 1771, 1773.1, 1774, and 1776 are set forth in annual and semi-annual bulletins published by the California Department of Industrial Relations.

LYNCH READY MIX violated their statutory duty under California Labor Code sections 1770 through 1775 by failing to pay prevailing wages to Mr. Navarro and other aggrieved employees who performed qualifying work on public works projects. Under information and belief, Mr. Navarro and other aggrieved employees were engaged in construction and maintenance tasks that were funded in whole or in part with public money, bringing the work squarely within the scope of Labor Code section 1720. Despite this, LYNCH READY MIX compensated them at rates below the prevailing wage established by the Department of Industrial Relations for their trade and geographic area. Moreover, there is no evidence that LYNCH READY MIX posted the required wage determinations at the jobsite or maintained certified payroll records, as required by sections 1773.1 and 1776. LYNCH READY MIX also failed to pay the applicable prevailing overtime rates for hours worked in

excess of eight (8) per day and forty (40) per week, further compounding the violation under section 1773.1.

LYNCH READY MIX failed to pay prevailing wages on public works to Mr. Navarro and other aggrieved employees for all hours they worked on public works projects in violation of California Labor Code sections 1194, 1771, 1773.1, 1774, and 1776.

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

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

During the relevant time period, LYNCH READY MIX failed to provide Mr. Navarro and other aggrieved employees with compliant, duty-free meal periods as required by law. Due to the demanding workload and LYNCH READY MIX's policies and practices, Mr. Navarro and other aggrieved employees were typically allowed only brief interruptions—often no more than fifteen minutes—to eat, after which they were expected to resume work immediately. Mr. Navarro and other aggrieved employees were not relieved of all duties during these periods, did not clock out for meal breaks, and routinely worked through their shifts without receiving an uninterrupted thirty-minute meal period.

On information and belief, LYNCH READY MIX engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Navarro and other aggrieved employees have not received premium pay for missed, late, and/or interrupted meal periods. To the extent that premiums were paid, on information and belief, LYNCH READY MIX failed to pay premiums at the regular rate of pay.

As a result, LYNCH READY MIX failed to provide Mr. Navarro and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

LYNCH READY MIX's conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Navarro and other aggrieved employees are therefore entitled to recover from LYNCH READY MIX one (1) additional hour of pay at the

employee's regular rate of compensation for each work day that the meal period was not provided.

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

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

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

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

During the relevant time period, LYNCH READY MIX regularly failed to authorize and permit Mr. Navarro 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, LYNCH READY MIX's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Navarro and other aggrieved employees from being relieved of all duty to take compliant rest periods. Moreover, LYNCH READY MIX failed to schedule rest periods, which, coupled with LYNCH READY MIX's failure to provide adequate rest period coverage, further led to Mr. Navarro and other aggrieved employees not being authorized and permitted to take compliant rest periods.

As a result of LYNCH READY MIX's practices and policies, Mr. Navarro 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 rest periods to which they were entitled.

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

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

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Furthermore, "[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other." *Id.* "Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times." *Id.*

During the relevant time period, LYNCH READY MIX violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because LYNCH READY MIX failed to provide Mr. Navarro and other aggrieved employees with recovery periods. For example, Mr. Navarro was not provided a shaded area for recovery near his work areas and was not permitted to take recovery periods in a shaded area while cleaning LYNCH READY MIX's food trucks in hot weather.

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

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

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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. LYNCH READY MIX has not provided Mr. Navarro 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, LYNCH READY MIX has knowingly and intentionally provided Mr. Navarro and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, LYNCH READY MIX issued uniform wage statements to Mr. Navarro 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 the corresponding number of hours worked at each hourly rate. Specifically, LYNCH READY MIX violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

During the relevant time period, LYNCH READY MIX's wage statements failed to list the name and address of the legal entity that is the employer. Specifically, LYNCH READY MIX's wage statements often listed "Mission Ready Mix, 11011 Azahar Street 4, Saticoy CA 93004." However, under information and belief, LYNCH READY MIX's actual legal entity names are (1) Lynch Ready Mix Concrete Co. and (2) State Ready Mix, Inc., and their address is in Ventura, California. At other times throughout the relevant period, LYNCH READY MIX issued wage statements that listed their address as "1230 Mission Dr., Solvang, CA 93463."

Because LYNCH READY MIX did not record the time Mr. Navarro and other aggrieved employees spent working off-the-clock, LYNCH READY MIX did not list the correct amount of gross wages and net wages earned by Mr. Navarro and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, LYNCH READY MIX failed to accurately list the total number of the hours worked by Mr. Navarro 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, on information and belief, because LYNCH READY MIX did not calculate Mr. Navarro's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, LYNCH READY MIX did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). LYNCH READY MIX also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, 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 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), LYNCH READY MIX willfully failed to maintain accurate payroll records for Mr. Navarro 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.

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, LYNCH READY MIX engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Navarro and other aggrieved employees, in violation of section 1198. Furthermore, in light of LYNCH READY MIX’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, LYNCH READY MIX kept no records of meal start and end times for second meal periods.

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

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

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

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon

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

During the relevant time period, LYNCH READY MIX failed to pay Mr. Navarro and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

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

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

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

During the relevant period, LYNCH READY MIX failed to timely pay employees their final wages upon their separation of employment with LYNCH READY MIX. For example, LYNCH READY MIX terminated Mr. Navarro's employment, but did not issue his final paycheck until about four (4) days after his date of termination.

LYNCH READY MIX willfully failed to pay Mr. Navarro and other aggrieved employees who are no longer employed by LYNCH READY MIX all their earned wages, 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 LYNCH READY MIX's employ.

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

Violation of California Labor Code § 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 tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to

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

First, during the relevant time period, LYNCH READY MIX had a company-wide policy of requiring Mr. Navarro and other aggrieved employees to utilize their own mobile devices, including, but not limited to, personal mobile phones, and/or mobile data to carry out their job duties, but LYNCH READY MIX failed to reimburse them for the costs of their work-related mobile device expenses. Mr. Navarro and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls and text messages from LYNCH READY MIX’s management regarding scheduling. Although LYNCH READY MIX required Mr. Navarro and other aggrieved employees to utilize their personal mobile devices to carry out their work-related duties, LYNCH READY MIX failed to reimburse them for this cost.

LYNCH READY MIX could have reimbursed employees for the costs of their work-related mobile device expenses. Instead, LYNCH READY MIX passed these operating costs off onto Mr. Navarro and other aggrieved employees.

Thus, LYNCH READY MIX had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Mr. Navarro and other aggrieved employees violates California Labor Code section 2802. Mr. Navarro and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances.

During the relevant time period, on information and belief, LYNCH READY MIX failed, on a company-wide basis, to provide written notice to Mr. Navarro and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). LYNCH READY MIX’s failure to provide Mr. Navarro and other aggrieved employees with written notice of basic information regarding their employment with LYNCH READY MIX is in violation of California Labor Code section 2810.5.

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

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.” LYNCH READY MIX, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Navarro’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Mr. Navarro seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Navarro, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against LYNCH READY MIX for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 1771, 1773.1, 1774, 1776, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Navarro seeks all applicable 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:

Joseph D. Parsons
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6701 Center Dr. W., Ste. 610
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(310) 492-5139

Best Regards,



Joseph D. Parsons

Copy: LYNCH READY MIX CONCRETE CO. DBA LYNCH READY MIX (via U.S. Certified Mail); STATE READY MIX, INC. (via U.S. Certified Mail)