

Kane Moon (SBN 249834)
E-mail: kane.moon@moonyanglaw.com
Enzo Nabiev (SBN 332118)
E-mail: enzo.nabiev@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Lisa A. Wadley

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

CVRI 2301942

LISA A. WADLEY, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

AMEC FOSTER WHEELER USA
CORPORATION; WOOD ENVIRONMENT &
INFRASTRUCTURE SOLUTIONS, INC., and
DOES 1 through 10, inclusive,

Defendants

Case No.: ~~CVRI2205573~~

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.]

DEMAND FOR JURY TRIAL

1 Plaintiff Lisa A. Wadley (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants AMEC Foster Wheeler USA
6 Corporation, Wood Environment & Infrastructure Solutions, Inc. and Does 1 through 10
7 (collectively referred to as “Defendants”) for civil penalties under the Private Attorneys
8 General Act of 2004, California Labor Code §§ 2698 *et seq.* (“PAGA”) stemming from
9 Defendants’ failure to pay for all hours worked (including minimum wages, straight time
10 wages, and overtime wages), failure to provide meal periods, failure to authorize and permit
11 rest periods, failure to maintain accurate records of hours worked and meal periods, failure to
12 timely pay all wages to terminated employees, and failure to furnish accurate wage statements.

13 2. For over 50 years, California’s courts and legislature have recognized that this
14 State’s wage-and-hour laws serve a compelling public interest of fostering a stable job market.
15 Wages are not ordinary debts. Because of the economic position of the average worker and
16 his or her family, it is essential to the public welfare that employers obey the wage-and-hour
17 laws so that employees are promptly paid the minimum/overtime wages that the Legislature
18 has required for employees. So fundamental are California’s wage-and-hour laws that the
19 Legislature has criminalized certain types of violations. In extending extra protection to deter
20 violations of these underlying statutes—since Plaintiff is not seeking general and/or special
21 damages, restitution or other damages other than civil penalties—California has enacted the
22 PAGA to permit an individual to bring an action on behalf of himself and on behalf of others
23 for PAGA penalties only, which is the precise and sole nature of this action.

24 3. All California employees during the relevant statutes of limitations who are or were
25 harmed by Defendant’s illegal practices are “Aggrieved Employees.”

26 4. Plaintiff brings this action against Defendants seeking only to recover penalties for
27 himself, on behalf of all Aggrieved Employees that worked for Defendants, and on behalf of
28 the State of California. Plaintiff does not seek to recover anything other than penalties as

permitted by California Labor Code Section 2699 at this time. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but simply penalties as permitted by California Labor Code Section 2699, declaratory relief, and injunctive relief for himself and all aggrieved employees as permitted by the PAGA.

5. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Riverside County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

6. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum wages, straight time wages, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;
- (d) Failing to maintain accurate records of the hours employees worked;
- (e) Willfully failing to pay employees all meal period, rest period, minimum wages, straight time wages, and overtime wages due within the time period specified by California law when employment terminates; and

(f) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

7. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

8. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

9. Plaintiff is a California resident that worked for Defendants in the County of Riverside, State of California, as an biologist during the statutory period.

10. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

11. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Amec Foster Wheeler USA Corporation is:

- (a) A Delaware corporation with its principal place of business in Riverside, California.
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Riverside County;
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Aggrieved Employees. Defendants suffered and permitted

1 Plaintiff and the Aggrieved Employees to work, and/or controlled their
2 wages, hours, or working conditions.

3 12. Plaintiff is informed and believes, and based upon that information and belief alleges, that
4 Defendant Wood Environment & Infrastructure Solutions, Inc. is:

5 (d) A corporate with its principal place of business in Riverside, California.

6 (e) A business entity conducting business in numerous counties throughout the
7 State of California, including in Riverside County;

8 (f) The former employer of Plaintiff, and the current and/or former employer
9 of the putative Aggrieved Employees. Defendants suffered and permitted
10 Plaintiff and the Aggrieved Employees to work, and/or controlled their
11 wages, hours, or working conditions.

12 13. Plaintiff does not know the true names or capacities of the persons or entities sued
13 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
14 Each of the Doe Defendants was in some manner legally responsible for the damages suffered
15 by Plaintiff and the Aggrieved Employees as alleged herein. Plaintiff will amend this
16 complaint to set forth the true names and capacities of these Defendants when they have been
17 ascertained, together with appropriate charging allegations, as may be necessary.

18 14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
19 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
20 and/or injured a significant number of the Plaintiff and the Aggrieved Employees in the State
21 of California.

22 15. Plaintiff is informed and believes and thereon alleges that at all relevant times each
23 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and
24 the other Aggrieved Employees, and exercised control over their wages, hours, and working
25 conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
26 each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
27 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor
28 in interest of some or all of the other Defendants, and was engaged with some or all of the

1 other Defendants in a joint enterprise for profit, and bore such other relationships to some or
2 all of the other Defendants so as to be liable for their conduct with respect to the matters
3 alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant
4 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
5 knew or should have known about, and authorized, ratified, adopted, approved, controlled,
6 aided and abetted the conduct of all other Defendants.

7 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

8 16. Plaintiff is a California resident who worked for Defendants in the County of
9 Riverside, State of California, as a biologist during the statutory period. During the statutory
10 time period, Plaintiff was typically scheduled to work at least 5 days in a workweek, and
11 typically in excess of 8 hours in a single workday.

12 17. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
13 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
14 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
15 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
16 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
17 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
18 working for Defendants was typical and illustrative.

19 18. Throughout the statutory period, Defendants maintained a policy and practice of
20 not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime
21 wages. Defendants misclassified Plaintiff and the Aggrieved Employees as exempt. In fact,
22 Defendants should have classified these employees as non-exempt. Plaintiff and the Aggrieved
23 Employees worked in excess of 8 hours per day and 40 hours per week, but were not paid all
24 wages owed. Plaintiff and the Aggrieved Employees were required to work off the clock, and
25 uncompensated, such as working on weekends, pre-shift activities, and post-shift activities.
26 Also throughout the statutory period, Plaintiff and the Aggrieved Employees received non-
27 discretionary bonuses, weekend stipends, and other remuneration. However, Defendants failed
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1 to incorporate all remuneration when calculating the correct overtime rate of pay, meal break
2 premium rate of pay, and sick day rate of pay, leading to underpayment.

3 19. Throughout the statutory period, Defendants have wrongfully failed to provide
4 Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants
5 sometimes, but not always, required Plaintiff and the Aggrieved Employees to work in excess
6 of five consecutive hours a day without providing 30-minute, continuous and uninterrupted,
7 duty-free meal period for every five hours of work, or without compensating Plaintiff and the
8 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
9 work or tenth hour of work. Defendants also did not adequately inform Plaintiff and the
10 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work,
11 or, for shifts greater than 10 hours, by the end of the tenth hour of work. Defendants also
12 failed to accurately record meal periods. Accordingly, Defendants' policy and practice was to
13 not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with
14 California law.

15 20. Throughout the statutory period, Defendants have wrongfully failed to authorize
16 and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods.
17 Defendants sometimes, but not always, required Plaintiff and the Aggrieved Employees to
18 work in excess of four consecutive hours a day without Defendants authorizing and permitting
19 them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of
20 work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved
21 Employees for rest periods that were not authorized or permitted. Defendants also did not
22 adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period.
23 Moreover, Defendants did not have adequate policies or practices permitting or authorizing
24 rest periods for Plaintiff and the Aggrieved Employees, nor did Defendants have adequate
25 policies or practices regarding the timing of rest periods. Defendants also did not have
26 adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were
27 taking their required rest periods. Further, Defendants did not maintain accurate records of
28 employee work periods, and therefore Defendants cannot demonstrate that Plaintiff and the

1 Aggrieved Employees took rest periods during the middle of each work period. Plaintiff and
2 the Aggrieved Employees were also not permitted to leave the premises for breaks.
3 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff and the
4 Aggrieved Employees to take rest periods in compliance with California law.

5 21. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
6 Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for
7 Defendants without reimbursement, such as masks, protective gear, tools, and the use of
8 personal cellular telephones for work purposes. Further, Plaintiff and the Aggrieved
9 Employees were required to work from home, but were not reimbursed for all home office
10 expenses, such as home internet, home computer, home printer, and office supplies.

11 22. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
12 Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly
13 rates, and all gross and net wages earned (including correct hours worked, correct wages
14 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
15 were not provided in accordance with California law, correct wages for rest periods that were
16 not authorized and permitted to take in accordance with California law, and Defendant's
17 address). Further, the wage statements do not show Defendant's address as required by
18 California law. As a result of these violations of California Labor Code § 226(a), the Plaintiff
19 and the Aggrieved Employees suffered injury because, among other things:

- 20 (a) the violations led them to believe that they were not entitled to be paid
21 minimum wages, overtime wages, meal period premium wages, and rest
22 period premium wages to which they were entitled, even though they were
23 entitled;
- 24 (b) the violations led them to believe that they had been paid the minimum,
25 overtime, meal period premium, and rest period premium wages, even
26 though they had not been;
- 27
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- 1 (c) the violations led them to believe they were not entitled to be paid
2 minimum, overtime, meal period premium, and rest period premium wages
3 at the correct California rate even though they were;
- 4 (d) the violations led them to believe they had been paid minimum, overtime,
5 meal period premium, and rest period premium wages at the correct
6 California rate even though they had not been;
- 7 (e) the violations hindered them from determining the amounts of minimum,
8 overtime, meal period premium, and rest period premium owed to them;
- 9 (f) in connection with their employment before and during this action, and in
10 connection with prosecuting this action, the violations caused them to have
11 to perform mathematical computations to determine the amounts of wages
12 owed to them, computations they would not have to make if the wage
13 statements contained the required accurate information;
- 14 (g) by understating the wages truly due them, the violations caused them to
15 lose entitlement and/or accrual of the full amount of Social Security,
16 disability, unemployment, and other governmental benefits;
- 17 (h) the wage statements inaccurately understated the wages, hours, and wages
18 rates to which Plaintiff and the Aggrieved Employees were entitled, and
19 Plaintiff and the Aggrieved Employees were paid less than the wages and
20 wage rates to which they were entitled.

21 Thus, Plaintiff and the Aggrieved Employees are owed the amounts provided for in California
22 Labor Code § 226(e), including actual damages.

23 **FIRST CAUSE OF ACTION**

24 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of**
25 **2004, Cal. Lab. Code § 2698 et seq.)**

26 23. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
27 though fully set forth herein.

28 24. At all times herein mentioned, Defendants were subject to the Labor Code of the

1 State of California and the applicable Industrial Welfare Commission Orders.

2 25. California Labor Code § 2699(a) specifically provides for a private right of action
3 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
4 law, any provision of this code that provides for a civil penalty to be assessed and collected by
5 the Labor and Workforce Development Agency or any of its departments, divisions,
6 commissions, boards, agencies, or employees, for a violation of this code, may, as an
7 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
8 himself or herself and other current or former employees pursuant to the procedures specified
9 in Section 2699.3.”

10 26. Plaintiff has exhausted his administrative remedies pursuant to California Labor
11 Code § 2699.3. On December 24, 2022 she gave written notice by online filing to the Labor
12 and Workforce Development Agency and by certified mail to Defendants of the specific
13 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
14 former aggrieved employees, including the facts and theories to support the violations.
15 Plaintiff also paid the filing fee shortly after December 25, 2022. Additionally, on January 23,
16 2023, Plaintiff submitted an amended PAGA letter by online filing to the Labor and
17 Workforce Development Agency and by certified mail to Defendants of the specific
18 provisions of the Labor Code that Defendants have violated against Plaintiff and current and
19 former aggrieved employees, including the facts and theories to support the violations.
20 Plaintiff’s PAGA case number is LWDA-CM-926036-22

21 27. The statute of limitations is tolled while a plaintiff exhausts his/her administrative
22 remedies with California’s Labor and Workforce Development Agency (LWDA) prior to suit,
23 which is required by the statute. (See Cal. Lab. Code § 2699.3(d).)

24 28. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and
25 Workforce Development Agency has not indicated that it intends to investigate Defendants’
26 Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil
27 action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of
28

1 the Labor Code described in this Complaint. These penalties include, but are not limited to,
2 penalties under California Labor Code §§ 210, 226.3, 1197.1, and 2699(f)(2).

3 29. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
4 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any
5 entity, employing labor who willfully fails to maintain accurate and complete records required
6 by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the
7 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
8 employee begins and ends each work period. Meal periods, and total hours worked daily shall
9 also be recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every
10 employer shall keep total hours worked in the payroll period and applicable rates of pay.

11 30. During the time period of employment for Plaintiff and the Aggrieved Employees,
12 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing
13 to maintain accurate records showing meal periods, and accurate records showing when
14 employees begin and end each work period. Defendants' failure to provide and maintain
15 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
16 Employees the ability to know, understand and question the accuracy and frequency of meal
17 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
18 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay
19 wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct
20 result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial
21 losses related to the use and enjoyment of such wages, lost interest on such wages and
22 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
23 under state law, all to their respective damage in amounts according to proof at trial. Because
24 of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
25 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were
26 prevented from knowing, understanding, and disputing the wage payments paid to them.

27 31. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
28 of civil penalties on behalf of himself, the State of California, and similarly Aggrieved

1 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an
2 amount to be shown according to proof at trial. These penalties are in addition to all other
3 remedies permitted by law.

4 32. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs
5 pursuant to Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action
6 shall be entitled to an award of reasonable attorney's fees and costs."

7 **PRAYER FOR RELIEF**

8 Plaintiff, on behalf of all similarly aggrieved employees, prays for relief and judgment
9 against Defendants, jointly and severally, as follows:

10 1. That the Court declare, adjudge and decree that Defendants violated the California
11 Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and
12 overtime wages), failing to provide meal periods, failing to authorize and permit rest periods,
13 failing to furnish accurate wage statements, and failing to maintain accurate records of all hours
14 worked and meal periods;

15 2. An award of civil penalties on behalf of himself and all similarly aggrieved
16 employees pursuant to PAGA;

17 3. Pre-judgment and post-judgment interest at the maximum rate allowed;

18 4. Attorneys' fees and costs reasonably incurred;

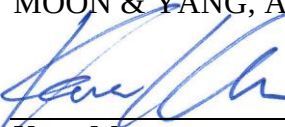
19 5. Injunctive and declaratory relief to the extent allowed by PAGA; and

20 6. Such other and further relief that the Court deems proper.

21
22 Dated: April 13, 2023

Respectfully submitted,

23 MOON & YANG, APC

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25 By: 

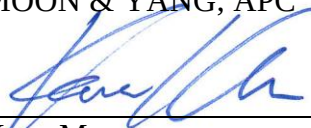
26 Kane Moon
27 Enzo Nabiev
28 Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 13, 2023

MOON & YANG, APC

By: 

Kane Moon
Enzo Nabiev
Attorneys for Plaintiff