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Superior Court of California,
Sacramento
05/25/2023
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By _____, Deputy
34-2023-00334816-CU-01

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

MAURECE MARTIN, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

WESTERN ENGINEERING
CONTRACTORS, INC., a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case N 34-2023-00334816

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff MAURECE MARTIN ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees, hereby files this Complaint against WESTERN ENGINEERING
3 CONTRACTORS, INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all
4 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is a class action and representative Private Attorneys General Act ("PAGA") lawsuit
7 brought by Plaintiff for failure to pay overtime wages, failure to pay minimum wages, meal and rest
8 period violations, wage statement violations, waiting time penalties, failure to maintain accurate records,
9 failure to pay sick leave, and unfair competition.

10 **JURISDICTION AND VENUE**

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 16.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5 in that some of
15 the wrongful acts and violations of law asserted herein occurred within Sacramento County, and
16 Defendant's obligation to pay wages arose in Sacramento County pursuant to *Madera Police Officers*
17 *Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

18 4. Plaintiff sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
19 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of himself
20 and other similarly situated employees. Pursuant to Labor Code section 2699.3, Plaintiff gave written
21 notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
22 approximately February 14, 2023. Plaintiff provided facts and legal bases for his claims within the
23 notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
24 Plaintiff submitted the \$75.00 filing fee. The February 14, 2023 notice was also sent via certified mail
25 to Defendants on the same day. Plaintiff is informed and believes, that to date, the LWDA has not
26 provided any response to Plaintiff's notice correspondence. Accordingly, Plaintiff is informed and
27 believes that he has exhausted all administrative remedies pursuant to the Private Attorneys General Act
28 and may bring this action on behalf of himself and all Aggrieved Employees. *See* Cal. Labor Code §

1 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385 n.19
2 (2005). Aggrieved Employees includes all non-exempt, hourly employees who have, or continue to,
3 work for Defendants in California from February 14, 2022 to the present.

4 **PARTIES**

5 5. MAURECE MARTIN is an individual over the age of eighteen (18) and is a resident
6 of the State of California.

7 6. On information and belief, Plaintiff alleges, WESTERN ENGINEERING
8 CONTRACTORS, INC., is now and/or at all times mentioned in this Complaint was a California
9 Corporation and the owner and operator of an industry, business and/or facility doing business in the
10 State of California.

11 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

15 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
16 other Defendants and was acting within the course and scope of such agency or employment. The
17 Defendants are jointly and severally liable to Plaintiff.

18 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
19 were members of and/or engaged in a joint employment, joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
21 joint venture, partnership and common enterprise.

22 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
23 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

24 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

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1 **CLASS ALLEGATIONS**

2 12. Plaintiff brings the First through Eighth Causes of Action on behalf of himself, and all
3 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.

4 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

5 All non-exempt employees who have, or continue to, work for Defendants
6 in California from February 15, 2019 to the present.

7 13. This action has been brought and may be properly maintained as a class action,
8 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
9 defined community of interests in the litigation and the proposed class is easily ascertainable.

10 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
11 is impracticable under the circumstances of this case. While the exact number of class
12 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
13 Defendants have employed as many as fifty (50) individuals falling within the above
14 stated class definition throughout the State of California during the applicable statute of
15 limitations, who were subjected to the policies and practices outlined in this Complaint.
16 As such, joinder of all members of the putative class is not practicable.

17 (b) Common Questions Predominate: Common questions of law and fact exist as to all
18 members of the putative class and predominate over questions that affect only individual
19 members of the class. These common questions of law and fact include, without
20 limitation, the following:

- 21 (1) Whether Defendants had policies and practices resulting in unpaid minimum
22 wages;
23 (2) Whether Defendants had policies and practices resulting in unpaid overtime
24 wages;
25 (3) Whether Defendants accurately tracked class members' hours worked;
26 (4) Whether Defendants paid class members all minimum wages;
27 (5) Whether Defendants paid class members all overtime wages;
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- (6) Whether Defendants failed to correctly calculate class members regular rates of pay;
- (7) Whether Defendants failed to authorize and permit meal periods;
- (8) Whether Defendants failed to authorize and permit rest periods;
- (9) Whether Defendants required class members to take on duty meal periods;
- (10) Whether Defendants' on duty meal period policy was lawful;
- (11) Whether as a result of Defendants' policies and practices class members received all wages, due and owing, at the time of their termination or separation; and
- (12) Whether Defendants provided class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt, hourly employees who were not paid for all hours worked, did not receive all meal and rest periods, were not paid the correct regular rates of pay, did not timely receive all final wages owed to them, and did not receive wage statements with accurate information, the inclusive dates of the pay period or class members' employee ID or the last four of their social resulting in failure to pay overtime wages, failure to pay minimum wages, meal and rest period violations, wage statement violations, waiting time penalties, failure to pay prevailing wages, and unfair competition. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class

1 members. Additionally, Plaintiff has retained counsel who has substantial experience in
2 complex civil litigation and wage and hour matters.

- 3 (e) Superiority: A class action is superior to other available means for the fair and efficient
4 adjudication of the controversy since individual joinder of all members of the putative
5 class is impracticable. Class action treatment will permit a larger number of similarly
6 situated persons to prosecute their common claims in a single forum simultaneously,
7 efficiently, and without the unnecessary duplication of effort and expense that numerous
8 individual actions would engender. Further, as damages suffered by each individual
9 member of the class may be relatively small, the expenses and burden of the individual
10 litigation would make it difficult or impossible for individual members of the class to
11 redress the wrongs done to them, and an important public interest will be served by
12 addressing the matter as a class action. The cost to the court system of adjudication of
13 such individualized litigation would be substantial. Individualized litigation would also
14 present the potential for inconsistent or contradictory judgments.

15 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
16 management of this action that would preclude its maintenance as a class action.

17 GENERAL ALLEGATIONS

18 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
19 set forth herein.

20 16. Plaintiff Maurece Martin worked for Defendants from approximately April 1, 2021 to
21 April 16, 2021, February 11, 2022 to March 1, 2022, and March 4, 2022 to to May 16, 2022 as an
22 hourly, non-exempt employee. Similarly situated employees also worked for Defendants during the
23 claim period as hourly, non-exempt employees.

24 17. Defendants failed to accurately record Plaintiff's and similarly situated employees' hours
25 worked. Defendants did not accurately record employees' precise start and end times or the precise start
26 and end times of meal periods, to the extent any were taken. In addition, Defendants shaved time off of
27 Plaintiff's and similarly situated employees' hours worked. Defendants also deducted time for meal
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1 periods Plaintiff and similarly situated employees did not receive. These practices resulted in unpaid
2 minimum and overtime wages.

3 18. Plaintiff and Aggrieved Employees worked on prevailing wage jobs and non-prevailing
4 wage jobs. Plaintiff and Aggrieved Employees also performed worked over eight (8) hours in a day
5 and/or forty (40) hours in a week, earning overtime. When employees worked on prevailing wage and
6 non-prevailing wage jobs within the same workday and/or workweek, Defendants did not correctly
7 incorporate the value of the prevailing wage rates into Plaintiff's and Aggrieved Employees' regular
8 rates of pay for the purpose of calculating overtime wages and paid sick time for non-prevailing wage
9 overtime hours and/or the prevailing wage rate in effect for overtime on prevailing wage projects.

10 19. Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all
11 meal and rest periods owed to them. Defendants employed Plaintiff and Aggrieved Employees for work
12 for periods of more than five hours without providing them an off-duty meal period of at least 30
13 minutes. Defendants did not have a policy or practice to provide off-duty meal periods before the end of
14 the fifth hour of work. Defendants employed Plaintiff and Aggrieved Employees for periods of more
15 than 3.5 hours without providing them 10 minute rest periods. Defendants did not pay Plaintiff and
16 Aggrieved Employees all missed meal and rest period premiums they were owed.

17 20. Due to the practices and policies outline above, Defendants did not provide Plaintiff and
18 similarly situated employees with accurate wage statements. For example, the wage statements did not
19 include accurate gross and net wages earned, total hours worked by the employee, the inclusive dates of
20 the period for which the employee is paid, the last four digits of the employee's social security number
21 or an employee identification number, and all applicable hourly rates in effect during the pay period and
22 the corresponding number of hours worked at each hourly rate by the employee, including but not
23 limited to rates and corresponding hours for prevailing wages, minimum and overtime wages, paid sick
24 time, and meal and rest period premiums.

25 21. At the time of Plaintiff's and similarly situated employees' termination or separation they
26 had wages owed to them, including minimum wages, overtime wages, prevailing wages, used but not
27 fully paid sick leave wages, and meal and rest period premiums. To date, these wages remain unpaid.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
6 set forth herein.

7 23. During the period Plaintiff was employed by Defendants, Defendants were required to
8 compensate employees at one and one-half (1½) times the regular rate of pay for hours worked in excess
9 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
10 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 16, section*
11 *(3)(A); Cal. Lab. Code §§ 510, 1194.* Defendants were also required to compensate employees on
12 public works jobs one and one-half (1½) times the basic rate of pay for hours worked in excess of eight
13 (8) hours per day and/or forty (40) hours per week. *See Cal. Labor Code § 1815.*

14 24. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
17 worked at the correct rate of pay.

18 25. Plaintiff and similarly situated employees were not exempt from overtime protections
19 employees under the California Wage Orders and Labor Code.

20 26. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
22 the extent pertinent as if set forth here in full.

23 **SECOND CAUSE OF ACTION**
24 **FAILURE TO PAY MINIMUM WAGES**
25 **(As to all Defendants)**

26 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
27 set forth herein.

28 28. For the period preceding the filing of this Complaint, Defendants were required to
compensate Plaintiff and similarly situated employees with at least California's applicable minimum for

every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 16, section 4(A); Cal. Lab. Code § 1194.

29. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants were aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

33. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 16, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

34. California Labor Code section 512 and Wage Order No. 16 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

35. Defendants employed Plaintiff and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
2 rights to all meal periods throughout their employment.

3 36. Defendants further failed to pay Plaintiff and similarly situated employees the
4 applicable meal period premiums for any such missed meal breaks.

5 37. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**
9 **REST PERIOD VIOLATIONS**
(As to all Defendants)

10 38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully
11 set forth herein.

12 39. An employer must provide an employee a rest period in accordance with the
13 applicable Wage Order and California Labor Code section 226.7.

14 40. California Labor Code section 226.7 and Wage Order No. 16, section 12(A) require
15 an employer to provide a rest period of not less than ten (10) minutes for each work period of more
16 than four (4) hours or a major fraction thereof.

17 41. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
18 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
19 they worked more than four (4) hours or a major fraction thereof.

20 42. Defendants further failed to pay Plaintiff and similarly situated employees the
21 applicable rest period premiums for any such missed rest periods.

22 43. As a proximate result of Defendants' conduct, Plaintiff and similarly situated
23 employees have been damaged as stated in the section below entitled "DAMAGES," which is
24 incorporated here to the extent pertinent as if set forth here in full.

25 **FIFTH CAUSE OF ACTION**
26 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

27 44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully
28 set forth herein.

1 45. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3 *(1) gross wages earned, (2) total hours worked by the employee, except for*
4 *any employee whose compensation is solely based on a salary and who is*
5 *exempt from payment of overtime under subdivision (a) of Section 515 or*
6 *any applicable order of the Industrial Welfare Commission, (3) the*
7 *number of piece-rate units earned and any applicable piece rate if the*
8 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
9 *all deductions made on written orders of the employee may be aggregated*
10 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
11 *period for which the employee is paid, (7) the name of the employee and*
12 *the last four digits of his or her social security number or an employee*
13 *identification number other than a social security number, (8) the name*
14 *and address of the legal entity that is the employer and, if the employer is*
15 *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*
16 *name and address of the legal entity that secured the services of the*
17 *employer, and (9) all applicable hourly rates in effect during the pay*
18 *period and the corresponding number of hours worked at each hourly rate*
19 *by the employee. The deductions made from payment of wages shall be*
20 *recorded in ink or other indelible form, properly dated, showing the*
21 *month, day, and year, and a copy of the statement and the record of the*
22 *deductions shall be kept on file by the employer for at least three years at*
23 *the place of employment or at a central location within the State of*
24 *California.*

15 46. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
16 itemized statement or failed to provide an accurate and complete itemized statement showing the
17 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
18 accurately itemize accurate gross and net wages earned, total hours worked by the employee, the
19 inclusive dates of the period for which the employee is paid, the last four digits of the employee's
20 social security number or an employee identification number, and all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate by the
22 employee, including but not limited to rates and corresponding hours for prevailing wages, minimum
23 and overtime wages, paid sick time, and meal and rest period premiums. Plaintiff and similarly
24 situated employees were not able to promptly and easily determine their total hours worked from
25 their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion
26 over whether they received all wages owed and were prevented from effectively challenging
27 information on their wage statements.

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47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

49. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

50. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

51. Plaintiff and similarly situated employees did not receive all wages, including minimum wages, overtime wages, prevailing wages, used but not fully paid sick leave, and meal and rest period premiums at their termination or within the required time after their separation from employment.

52. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

53. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that it failed to accurately track putative class members' hours worked resulting in unpaid wages, failed to provide legally compliant meal and rest periods, failed to pay the correct prevailing wage rates, and failed to pay the correct regular rates of pay. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

54. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

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(As to WESTERN ENGINEERING CONTRACTORS, INC. and DOES 1 to 100)

59. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

61. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with him and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194, 1815; IWC Wage Order 16, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 16, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.7, 512; IWC Wage Order 16, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7; IWC Wage Order 16, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.3, 1174, 1815, 1198; IWC Wage Order 16 § 6(A) (Failure to Maintain Accurate Records)
- Violation of Labor Code § 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

62. Plaintiff seeks civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

63. Plaintiff seeks these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;

1 3. As to the Second Cause of Action:

- 2 a. Wages in an amount to be proven at trial;
- 3 b. Interest for the wages due pursuant to California Labor Code section 1194;
- 4 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
- 5 Code section 1194;
- 6 d. Liquidated damages pursuant to California Labor Code section 1194.2;

7 4. As to the Third Cause of Action:

- 8 a. Wages in an amount to be proven at trial;
- 9 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 10 section 1021.5;

11 5. As to the Fourth Cause of Action:

- 12 a. Wages in an amount to be proven at trial;
- 13 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
- 14 section 1021.5;

15 6. As to the Fifth Cause of Action:

- 16 a. Penalties as provided for in Labor Code section 226, including the greater of all
- 17 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
- 18 violation occurred and one hundred dollars (\$100.00) per employee for each
- 19 violation in the subsequent pay periods, but not to exceed four thousand dollars
- 20 (\$4,000.00);
- 21 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
- 22 226(e);

23 7. As to the Eighth Cause of Action:

- 24 a. For civil penalties as provided for in the Labor Code for each enumerated
- 25 violation;
- 26 b. For those Labor Code sections, the violation of which there is no civil penalty
- 27 provided, the default penalty provided in Labor Code section 2699(f): for any
- 28 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay

1 period; For any subsequent violation, two hundred dollars (\$200) for each
2 aggrieved employee per pay period;

3 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

4 d. For any other remedies as allowed by law and/or deemed appropriate by the
5 Court;

6 8. For such other and further relief as this Court may deem just and proper,
7 including, but not limited to:

8 a. Wages as proved at trial;

9 b. Injunctive and Declaratory relief;

10 c. Attorney's fees and costs as provided for by law; and

11 d. Interest.
12

13 Dated: May 25, 2023

Shimoda & Rodriguez Law, PC

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16 By: *Brittany Berzin*
17 Galen T. Shimoda
18 Justin P. Rodrigues
19 Brittany V. Berzin
20 Attorneys for Plaintiff
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1 *Martin v. Western Engineering Contractors, Inc.*
2 *Sacramento County Superior Court of California 34-2023-00334816*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Shaniya Baird, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 25, 2023, I served the following documents on the party below:

- 9 • First Amended Complaint For Damages

10 Carrie Bushman (SBN: 186130) 11 Patrick E. White III (SBN: 276895) 12 Cook Brown LLP 13 2407 J Street, Second Floor 14 Sacramento, California 95816 15 Phone: (916) 442-3100 Email: cbushman@cookbrown.com pwhite@cookbrown.com ljohnston@cookbrown.com	
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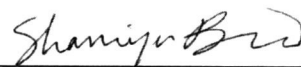
16 [] [By Certified Mail] I am familiar with my employer's practice for the collection
17 and processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Elk Grove, California, addressed as set forth above.

20 [] [By Personal Service] By personally delivering a true copy thereof to the office
21 of the addressee above.

22 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

23 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
24 personally delivered via the following overnight courier service:_____.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on May 25, 2023, at Salt Lake City, Utah.

27 

28 Shaniya Baird