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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JONATHAN H. SATELE, ARTURO
TACHIQUIN, and SEBASTIEN AGUIRRE,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

DELPHINUS ENGINEERING INC, a Delaware
Corporation; DELPHINUS ENGINEERING
CORP., a Delaware Corporation; and DOES 1
through 10, inclusive,

Defendants.

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County of San Diego

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Clerk of the Superior Court
By D. Saenz ,Deputy Clerk

Case No. 25CU039482C

**CLASS & REPRESENTATIVE PAGA
ACTION**

**CONSOLIDATED FIRST AMENDED
COMPLAINT:**

1. Failure to Pay Minimum and Straight-Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7);
5. Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code § 2802);
6. Failure to Timely Pay Final Wages (Cal. Lab. Code §§ 201-203);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Unfair Competition (Cal. Bus. & Prof. Code §§ 17200 et seq.); and
9. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2698 et seq.).

Complaint Filed: July 28, 2025
Trial Date: Not Yet Set

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1 Plaintiffs JONATHAN H. SATELE, ARTURO TACHQUIN, and SEBASTIEN
2 AGUIRRE (collectively, “Plaintiffs”), based upon facts that have evidentiary support or are
3 likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

- 6 1. Plaintiffs bring this consolidated action against Defendants DELPHINUS
7 ENGINEERING CORP., DELPHINUS ENGINEERING INC., and DOES 1 through 10
8 (collectively, “Defendants”) for violations of the California Labor Code, applicable
9 Industrial Welfare Commission (“IWC”) Wage Orders, and California’s Unfair
10 Competition Law arising from Defendants’ wage-and-hour policies and practices
11 affecting hourly-paid and non-exempt employees in California.
12
- 13 2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class
14 action under California Code of Civil Procedure section 382 on behalf of current and
15 former hourly-paid or non-exempt employees of Defendants in California during the
16 applicable statute of limitations period (hereinafter collectively referred to as the “Class”
17 or “Class Members” and defined more fully below). Plaintiffs Tachiquin and Satele also
18 bring the Ninth Cause of Action as aggrieved employees and as representatives or agents
19 of the State of California under the Labor Code Private Attorneys General Act of 2004
20 (“PAGA”), Labor Code sections 2698 et seq.
- 21 3. This Consolidated First Amended Complaint supersedes the original complaint filed in
22 this lower-numbered action and consolidates the overlapping claims previously asserted
23 in the related action *Arturo Tachiquin v. Delphinus Engineering Corp.*, San Diego
24 County Superior Court Case No. 25CU039993C. The related actions concern the same
25 employers, substantially overlapping groups of employees, and the same or similar
26 wage-and-hour practices.
- 27 4. Defendants provide marine engineering, cyber operations, naval technical services, and
28 related professional services, including work performed as a defense contractor at

1 shipyards and aboard naval vessels. Defendants conduct substantial business in
2 California, including San Diego County, and employ hourly-paid and non-exempt
3 employees at California worksites.

4 5. Throughout the relevant periods, Defendants maintained common policies, practices,
5 and courses of conduct that included:

- 6 (a) failing to pay employees for all hours worked, including pre-shift, post-shift,
7 security-processing, reporting, paperwork, and other off-the-clock work;
8 (b) failing to pay daily, weekly, seventh-day, and other overtime compensation
9 required by California law;
10 (c) failing to include nondiscretionary bonuses, incentive payments, shift
11 differentials, multiple hourly rates, and other remuneration in the regular rate used
12 to calculate overtime, meal- and rest-period premiums, and paid sick leave;
13 (d) failing to provide timely, uninterrupted, duty-free first and second meal periods,
14 failing to record meal periods, and failing to pay meal-period premiums at the
15 correct regular rate of compensation;
16 (e) failing to authorize and permit timely, uninterrupted, duty-free rest periods and
17 failing to pay rest-period premiums at the correct regular rate of compensation;
18 (f) failing to reimburse necessary business expenses, including expenses for tools,
19 safety equipment, work gear, cellular telephones, and personal vehicles when used
20 for work;
21 (g) failing to timely pay all wages due during employment and upon separation,
22 including unpaid wages, premiums, and vested vacation wages, and furnishing
23 inaccurate wage statements and sick-leave information; and
24 (h) failing to maintain accurate and complete time, meal-period, payroll, and wage
25 records required by the Labor Code and applicable Wage Orders.
26

27 6. Defendants knew or should have known of the requirements alleged herein. Their
28 policies and practices were centrally created, authorized, implemented, ratified, or

1 tolerated, and their failures to correct the violations were knowing, intentional, willful,
2 and/or in reckless disregard of Plaintiffs' and other employees' rights to the extent
3 required for the remedies sought.

- 4 7. At all relevant times, each Defendant was an employer, joint employer, agent, principal,
5 integrated enterprise, alter ego, successor, predecessor, or other person responsible for
6 the conduct alleged herein. Defendants are liable for the acts and omissions of their
7 officers, managers, supervisors, agents, and employees under principles including
8 respondeat superior.

9 **THE PARTIES**

10 **A. Plaintiffs**

- 11 8. Plaintiff ARTURO TACHQUIN is a California resident who worked for Defendants as
12 a non-exempt Project Manager from approximately October 2017 through April 2025,
13 primarily in San Diego County. Defendants typically scheduled Tachiquin to work five
14 to six days per week and more than eight hours in a workday.
15
16 9. During his employment, Tachiquin was required to complete reports, paperwork, and
17 other work outside recorded time; experienced interrupted or noncompliant meal and
18 rest periods; received multiple forms of compensation that were not fully included in
19 regular-rate calculations; incurred necessary business expenses; and was not paid all
20 wages, including all vested vacation wages, at separation. His wage statements did not
21 accurately reflect all hours, rates, wages, premiums, and other information required by
22 law.
23 10. Plaintiff JONATHAN H. SATELE is a resident of Chula Vista, California who worked
24 for Defendants in San Diego County as an hourly-paid, non-exempt electrician from
25 approximately June 2024 through June 16, 2025. Satele performed electrical work at the
26 San Diego shipyard, including aboard Navy ships undergoing repair and maintenance.
27 Defendants commonly scheduled him to work at least six days per week and at least ten
28 hours per day, and he regularly worked more than ten hours per day and more than sixty

hours per week.

11. Satele was regularly required to spend uncompensated time waiting in security and access lines, arriving early for mandatory muster and safety meetings, proceeding through restricted shipyard areas, and completing required paperwork after clocking out. Understaffing, workloads, shipboard access restrictions, and safety requirements caused his meal and rest periods to be delayed, shortened, interrupted, or omitted. He incurred expenses for tools and safety equipment, did not receive all break premiums, and did not receive all final wages when his employment ended.
12. Plaintiff SEBASTIEN AGUIRRE worked for Defendants in San Diego County as an hourly-paid, non-exempt electrician from approximately August 2024 through July 2025. Aguirre performed shipyard electrical work and was classified as non-exempt throughout his employment.
13. Aguirre was subjected to the same or substantially similar wage-and-hour policies and practices alleged herein, including unpaid work time, improper regular-rate calculations, noncompliant meal and rest periods, unreimbursed expenses, inaccurate wage statements, and unpaid wages due at separation.
14. Plaintiffs' experiences are typical and illustrative of the experiences of the Class. Plaintiffs have no interests antagonistic to the Class, will fairly and adequately protect the Class, and reserve the right to seek leave to add or substitute appropriate representatives if necessary under *La Sala v. American Savings & Loan Association* (1971) 5 Cal.3d 864 and other applicable law.

B. Defendants

15. Defendant DELPHINUS ENGINEERING CORP. is, and at all relevant times was, a business entity conducting business in California, including San Diego County. It employed, jointly employed, suffered or permitted Plaintiffs and Class Members to work, and/or exercised control over their wages, hours, or working conditions.
16. Defendant DELPHINUS ENGINEERING INC. is, and at all relevant times was, a

business entity conducting business in California, including San Diego County. It was identified on employment and payroll records and employed, jointly employed, suffered or permitted Plaintiffs and Class Members to work, and/or exercised control over their wages, hours, or working conditions.

17. Plaintiffs do not presently know the true names or capacities of the persons or entities sued as DOES 1 through 10, inclusive, and therefore sue them by fictitious names. At all times mentioned herein, the Defendants named as DOES 1 through 10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of Plaintiffs and the Class in the State of California. Each Doe Defendant participated in, authorized, ratified, or was otherwise legally responsible for the conduct and resulting harm suffered by Plaintiffs and the Class as alleged herein. Plaintiffs will amend this pleading to state their true names and capacities when ascertained.

18. Plaintiffs are informed and believe, and on that basis allege, that each Defendant was the agent, employee, principal, partner, joint venturer, officer, director, parent, subsidiary, affiliate, successor, predecessor, alter ego, and/or integrated enterprise of one or more other Defendants, acted within the course and scope of those relationships, and authorized, ratified, adopted, approved, controlled, aided, or abetted the conduct alleged herein.

JURISDICTION & VENUE

19. This Court has subject-matter jurisdiction under California Code of Civil Procedure section 410.10 and has jurisdiction over the class and representative claims alleged under California law.

20. This Court has personal jurisdiction over Defendants because they conduct business in California, employed Plaintiffs and Class Members in California, and committed the acts and omissions alleged herein in California.

21. Venue is proper in San Diego County because Plaintiffs worked for Defendants in this

County, Defendants maintain operations and conduct substantial business in this County, and a substantial portion of the acts and omissions giving rise to this action occurred here.

22. The Satele and Tachiquin actions were identified as related and assigned to the same judicial department. This consolidated pleading is filed in Case No. 25CU039482C, the action filed first and bearing the lower case number.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

23. Plaintiffs and Class Members were paid hourly wages and classified by Defendants as non-exempt. They commonly worked shifts exceeding eight hours, workweeks exceeding forty hours, and, for some employees, seven consecutive days in a workweek.
24. Defendants failed to capture and compensate all hours worked. Non-exempt employees were required or expected to perform pre-shift and post-shift tasks, security and access procedures, mandatory meetings, paperwork, reports, cleanup, equipment retrieval, and other work before clocking in, after clocking out, or during unpaid periods.
25. At shipyard worksites, employees were required to clear controlled access, travel through restricted areas, reach designated muster or work locations, and be ready to begin work at a scheduled time, even though they could not record all of the required preliminary time. At the end of shifts, employees were required to complete paperwork, secure work areas, and perform other tasks after their recorded end times.
26. Defendants' timekeeping and recordkeeping practices did not accurately record employees' actual start and end times, all work periods, or all meal periods. The records therefore understated compensable time and prevented employees from readily determining the hours and wages owed to them.
27. Defendants failed to pay all overtime required by California law. For some employees, Defendants paid overtime only after forty hours in a workweek and failed to pay daily overtime after eight hours in a workday, double time after twelve hours, and/or seventh-day overtime. Off-the-clock work also generated additional unpaid overtime.

- 1 28. Defendants also failed to calculate the regular rate of pay correctly. Plaintiffs and Class
2 Members received nondiscretionary bonuses, incentive payments, differentials, multiple
3 job or shift rates, and other remuneration that Defendants failed to include in the
4 weighted-average regular rate used to calculate overtime and other premium
5 compensation.
- 6 29. Defendants used an improperly low base rate rather than the lawful regular rate to
7 calculate overtime and, where applicable, meal-period premiums, rest-period premiums,
9 and paid sick leave. Defendants also failed to pay paid sick leave at the rate required by
10 Labor Code section 246 and failed to provide accurate information concerning available
11 paid sick leave.
- 12 30. Defendants failed to provide timely and compliant meal periods. Defendants sometimes,
13 but not always, required Plaintiffs and the Class to work in excess of five consecutive
14 hours a day without providing a continuous, uninterrupted, and duty-free 30-minute meal
15 period for every five hours of work, or without compensating Plaintiffs and the Class
16 for meal periods that were not provided by the end of the fifth hour of work or tenth hour
17 of work. Employees often worked more than five hours without a first meal period and
18 more than ten hours without a second meal period. Defendants did not consistently
19 record the beginning and end of meal periods or obtain valid waivers where required.
- 20 31. Shipboard and dry-dock employees were not relieved of all duty and employer control
21 for a full thirty minutes because they first had to clean and secure work areas, wait for
22 release, traverse controlled and congested access routes, leave the vessel or dry dock,
23 and retrieve food and personal items from designated storage. These required steps
24 substantially shortened the time available to eat and attend to personal needs before
25 employees were expected back at the worksite.
- 26 32. Defendants' written and actual practices did not adequately ensure that second meal
27 periods were provided by the end of the tenth hour. Defendants discouraged or pressured
28 employees to forego second meal periods and did not pay all premiums when compliant

meal periods were not provided.

33. When Defendants failed to provide compliant meal periods, they did not consistently pay one additional hour of pay at the employee's regular rate of compensation. Any premiums paid were not always calculated using all remuneration required to be included in the regular rate.

34. Defendants failed to authorize and permit compliant rest periods. Defendants sometimes, but not always, required Plaintiffs and the Class to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Class for rest periods that were not authorized or permitted. Employees were regularly expected to "skip the first ten" or otherwise work through breaks. Employees assigned to live electrical panels, power panels, or safety-sensitive work could not leave without relief, and traversing shipboard gangways, bridges, and controlled access routes could consume the break itself. Moreover, Defendants did not adequately inform Plaintiffs and the Class of their right to take a rest period, and also did not have adequate policies or practices to verify or demonstrate whether Plaintiffs and the Class were taking their required rest periods.

35. Defendants did not consistently pay one additional hour of pay at the employee's regular rate of compensation for workdays on which all required rest periods were not authorized and permitted. Any premiums paid were not always calculated using all remuneration required in the regular rate.

36. Defendants required Plaintiffs and Class Members to incur necessary expenditures in direct consequence of performing their duties, including expenses for tools, safety equipment, work gear, personal cellular telephones, and personal vehicles when used for work, but failed to fully reimburse those expenses.

37. When Plaintiffs and other former employees separated from employment, Defendants failed to timely pay all wages due, including unpaid straight-time and overtime wages,

meal- and rest-period premiums, and other wages. For employees with vested vacation, Defendants failed to pay all accrued and unused vacation at the employee's final lawful rate as required by Labor Code section 227.3.

38. Defendants also made or attempted to make final wage payments by direct deposit without obtaining the voluntary authorization required at separation under Labor Code section 213, subdivision (d), and otherwise failed to ensure immediate or timely payment under Labor Code sections 201 and 202.

39. Defendants furnished wage statements that failed to accurately state gross wages, net wages, total hours, all applicable hourly rates, the corresponding hours at each rate, and/or the correct legal employer information. The statements omitted wages and premiums owed for unrecorded work, incorrect regular-rate calculations, missed breaks, and other underpayments.

40. The wage-statement violations were knowing and intentional. Plaintiffs and Class Members suffered injury because the statements concealed underpayments, caused them to believe they had been paid correctly, prevented prompt and easy determination of amounts owed, required mathematical computations and record review, and understated wages used for government benefits and other purposes.

41. Defendants failed to maintain accurate and complete records of hours worked, work-period start and end times, meal-period start and end times, total daily hours, applicable rates, payroll information, and other records required by Labor Code section 1174 and applicable Wage Orders.

42. The foregoing practices caused Plaintiffs and Class Members to lose wages, premiums, reimbursements, interest, and statutory protections, and resulted in Defendants retaining money that should have been paid to employees. The same conduct supports derivative waiting-time, wage-statement, restitutionary, and PAGA remedies to the extent permitted by law.

CLASS ACTION ALLEGATIONS

43. Plaintiffs bring the First through Eighth Causes of Action individually and on behalf of all persons similarly situated and seek class certification under California Code of Civil Procedure section 382.
44. The proposed Class is defined as: All persons who performed work for any Defendant in California as an hourly-paid or non-exempt employee at any time from July 28, 2021 through August 25, 2026, including current and former employees (the “Class” or “Class Members”).
45. At all material times, each Plaintiff was a member of the Class and suffered one or more of the violations alleged herein.
46. Numerosity is satisfied because the Class includes far more than forty persons, making joinder impracticable. The identities, contact information, employment dates, workweeks, pay periods, time records, and payroll data of Class Members are ascertainable from Defendants’ records.
47. Plaintiffs’ claims are typical because they arise from the same or substantially similar compensation, timekeeping, break, reimbursement, final-pay, wage-statement, and recordkeeping policies and practices that affected Class Members. Differences in job title, worksite, project, supervisor, or damages do not defeat typicality.
48. Plaintiffs are qualified to, and will fairly and adequately protect the Class. They have no disabling conflicts with or interests antagonistic to any Class Member and have retained counsel experienced in wage-and-hour class and representative litigation, class certification, settlement, and trial.
49. A class action is superior to individual actions because the claims arise from common practices, individual recoveries may be insufficient to justify separate litigation, and class treatment avoids duplicative proceedings and inconsistent adjudications. Further, the public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid

1 to assert their rights out of fear of direct or indirect retaliation. Former employees are
2 also fearful of bringing actions because they believe their former employers might
3 damage their future endeavors through negative references and/or other means. Class
4 actions provide the class members who are not named in the complaint with a type of
5 anonymity that allows for the vindication of their rights at the same time as their privacy
6 is protected.

7 50. Common questions of law and fact predominate because liability can be determined
8 through Defendants' uniform or common policies, payroll and timekeeping systems,
9 written policies, records, testimony, and representative proof. Individual calculations, if
10 any, can be performed from Defendants' records and do not predominate over common
11 liability questions.

12 51. Common questions of law and fact include whether Defendants:

- 13 (a) failed to record and pay for all compensable time;
- 14 (b) failed to pay daily, weekly, double-time, and seventh-day overtime;
- 15 (c) failed to include all nondiscretionary remuneration in the regular rate used for
- 16 overtime, break premiums, and paid sick leave;
- 17 (d) failed to provide compliant first and second meal periods and pay lawful meal-
- 18 period premiums;
- 19 (e) failed to authorize and permit compliant rest periods and pay lawful rest-period
- 20 premiums;
- 21 (f) failed to reimburse necessary business expenses;
- 22 (g) failed to timely pay all final wages and vested vacation wages;
- 23 (h) failed to furnish accurate wage statements and maintain accurate records; and
- 24 (i) engaged in unlawful or unfair business practices under Business and Professions
- 25 Code sections 17200 et seq.
- 26

27 52. Defendants acted or refused to act on grounds generally applicable to the Class, making
28 declaratory and injunctive relief appropriate to the extent available. Class treatment will

also efficiently determine restitution, wages, premiums, reimbursements, penalties, interest, and other relief.

53. Plaintiffs contemplate issuance of Court-approved notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiffs would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

PAGA REPRESENTATIVE ALLEGATIONS

54. Plaintiffs Tachiquin and Satele incorporate the foregoing allegations and bring the Ninth Cause of Action under PAGA on behalf of themselves, the State of California, and current and former employees against whom the same noticed Labor Code provisions were violated ("Aggrieved Employees").
55. Under Labor Code section 2699, an aggrieved employee may recover civil penalties through a civil action after complying with section 2699.3. Tachiquin and Satele were employed by Defendants and personally suffered each violation they respectively allege under PAGA within the period prescribed by Code of Civil Procedure section 340, as tolled during administrative exhaustion.
56. On July 26, 2025, Tachiquin submitted a written PAGA notice to the Labor and Workforce Development Agency ("LWDA") and served Defendants by certified mail. The notice identified the Labor Code provisions, facts, and theories supporting his claims, including unpaid wages and overtime, meal- and rest-period violations, inaccurate records and wage statements, unreimbursed expenses, unpaid vested vacation, late final wages, and untimely wage payments. Tachiquin paid the filing fee, and the LWDA assigned Case No. LWDA-CM-1114605-25.

- 1 57. On September 26, 2025, Satele served Defendants by certified mail and attempted to
2 submit his written PAGA notice online to the LWDA. A portal error prevented
3 successful submission until September 30, 2025. The LWDA expressly honored
4 September 26, 2025 as the internal Notice Filing Date and assigned Case No. LWDA-
5 CM-1128660-25. Satele's notice identified the Labor Code provisions, facts, and
6 theories supporting unpaid wages and overtime, meal- and rest-period violations,
7 inaccurate records and wage statements, unreimbursed expenses, late final wages, and
8 related violations.
- 9
- 10 58. More than sixty-five calendar days elapsed after each notice. No timely LWDA notice,
11 investigation, citation, cure determination, or other administrative action provided to
12 Tachiquin or Satele bars commencement or maintenance of this PAGA action. Tachiquin
13 and Satele therefore exhausted the administrative prerequisites of Labor Code section
14 2699.3.
- 15 59. The Aggrieved Employees are all persons who worked for Defendants in California as
16 hourly-paid or non-exempt employees during the applicable PAGA limitations period
17 through August 25, 2026 and against whom one or more of the same noticed Labor Code
18 violations was committed.
- 19 60. The noticed violations for which Tachiquin and Satele seek PAGA penalties include
20 violations of Labor Code sections 201, 202, 203, 204, 210, 213, 226, 226.3, 226.7, 227.3,
21 2802, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, together with
22 applicable IWC Wage Orders, subject to all statutory limitations on available penalties
23 and duplicative recovery.
- 24 61. Civil penalties recovered under PAGA are to be distributed as required by Labor Code
25 section 2699, including the statutory allocation to the LWDA and Aggrieved Employees.
26 Tachiquin and Satele also seek reasonable attorneys' fees and costs, interest, and
27 injunctive relief to the extent authorized by Labor Code section 2699.
- 28

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight-Time Wages for All Hours Worked)

62. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 61.
63. “Hours worked” includes all time during which an employee is subject to the control of an employer and all time the employee is suffered or permitted to work, whether or not required to do so.
64. Defendants knowingly failed to compensate Plaintiffs and Class Members for all hours worked, including required pre-shift, post-shift, security, access, meeting, paperwork, cleanup, and break-related work. The unpaid time included both non-overtime and overtime hours.
65. By failing to pay at least the applicable minimum wage and all straight-time wages for each compensable hour, Defendants violated Labor Code sections 204, 1194, 1197, and applicable Wage Orders.
66. Plaintiffs and Class Members are entitled to recover all unpaid minimum and straight-time wages, prejudgment interest, and liquidated damages under Labor Code section 1194.2 to the extent applicable.
67. Defendants’ failure to pay all wages on established paydays also violated Labor Code section 204. Defendants’ inaccurate records make the full amount of unpaid compensation difficult to determine, and reasonable inferences and representative proof are appropriate.
68. Defendants also failed to pay paid sick leave at the rate required by Labor Code section 246, including by failing to use the lawful regular rate or other required method of calculation. Plaintiffs seek all relief available for that conduct under the causes of action and remedies pleaded herein.
69. Plaintiffs and the Class are entitled to recover interest, reasonable attorneys’ fees, and

costs under Labor Code sections 218.5, 218.6, and 1194, as applicable, and other available relief.

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

70. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 69.
71. Labor Code section 510 and the applicable Wage Orders require overtime compensation for work exceeding eight hours in a workday, forty hours in a workweek, and the first eight hours on the seventh consecutive day of work in a workweek, and require double-time compensation in specified circumstances, including work exceeding twelve hours in a workday.
72. The regular rate includes all remuneration for employment except amounts lawfully excluded. When employees work at multiple rates or receive nondiscretionary bonuses, incentives, differentials, or other remuneration, the regular rate must reflect a lawful weighted-average calculation.
73. Plaintiffs and Class Members worked overtime hours for which Defendants paid no premium or an insufficient premium, including overtime generated by off-the-clock work and, for some employees, daily overtime that Defendants did not pay because they applied only a weekly overtime threshold.
74. Defendants further underpaid overtime by using base hourly rates or rates in effect during a particular shift without incorporating all required remuneration and all rates earned during the workweek into the regular rate.
75. Defendants thereby violated Labor Code sections 510, 1194, and 1198 and applicable Wage Orders. Plaintiffs and Class Members are entitled to unpaid overtime and double-time wages, interest, attorneys' fees, costs, and all other available relief.
76. Defendants' failure to keep accurate records under Labor Code section 1174 and their failure to pay all overtime on established paydays under Labor Code section 204 further

support the relief requested.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

77. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 76.
78. Labor Code sections 226.7 and 512 and applicable Wage Orders required Defendants to provide a first thirty-minute, uninterrupted, duty-free meal period no later than the end of the fifth hour of work and a second such meal period no later than the end of the tenth hour, absent a lawful waiver.
79. Defendants failed to provide Plaintiffs and Class Members with timely, full, uninterrupted, and duty-free first and second meal periods; failed to relinquish control; required work and work-related travel or access tasks during nominal meal periods; failed to maintain accurate meal-period records; and failed to obtain valid waivers where necessary.
80. Defendants did not pay one additional hour of pay for each workday on which all compliant meal periods were not provided, and any premiums paid were not always calculated at the lawful regular rate of compensation.
81. Plaintiffs and Class Members are entitled to meal-period premium pay, prejudgment interest, attorneys' fees and costs to the extent authorized, and other relief according to proof.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

82. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 81.
83. Labor Code section 226.7 and the applicable Wage Orders required Defendants to authorize and permit paid, uninterrupted, duty-free rest periods of at least ten net minutes for each four hours worked or major fraction thereof, insofar as practicable in the middle

of each work period.

84. Defendants failed to authorize and permit all required rest periods, discouraged or pressured employees to work through breaks, failed to provide relief for safety-sensitive assignments, and maintained workloads and access requirements that prevented employees from taking full rest periods.

85. Defendants did not pay one additional hour of pay for each workday on which all required rest periods were not authorized and permitted, and any premiums paid were not always calculated at the lawful regular rate of compensation.

86. Plaintiffs and Class Members are entitled to rest-period premium pay, prejudgment interest, attorneys' fees and costs to the extent authorized, and other relief according to proof.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Necessary Business Expenses)

87. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 86.

88. Labor Code section 2802 requires an employer to indemnify employees for all necessary expenditures and losses incurred in direct consequence of discharging their duties or obeying the employer's directions.

89. Defendants required Plaintiffs and Class Members to incur reasonable and necessary work expenses, including expenses for tools, safety equipment, work gear, personal cellular telephones, and personal vehicles when used for work, but did not fully reimburse those expenses.

90. Plaintiffs and Class Members are entitled to reimbursement, interest from the date the expenditures were incurred, reasonable attorneys' fees and costs under Labor Code section 2802, and other available relief.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Final Wages and Waiting-Time

Penalties)

91. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 90.
92. Labor Code sections 201 and 202 require immediate payment of all earned and unpaid wages upon discharge and timely payment after resignation. Labor Code section 203 provides waiting-time penalties when an employer willfully fails to pay all wages due within the required time.
93. Within the applicable limitations period, the employment of Plaintiffs and numerous Class Members ended by discharge or resignation. Defendants failed to pay all wages due at separation, including unpaid minimum, straight-time, overtime, meal-period premium, rest-period premium, and vested vacation wages.
94. Defendants' failure to pay all final wages was willful because Defendants intentionally followed compensation, timekeeping, break, regular-rate, and final-pay practices that did not pay all amounts due, despite knowing the facts giving rise to the wage obligations.
95. Former employees are entitled to waiting-time penalties at their daily rate for up to thirty days under Labor Code section 203, together with interest and other relief. Plaintiffs also seek attorneys' fees and costs to the extent authorized by Labor Code sections 218.5, 218.6, 1194, and other law.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Accurate Itemized Wage Statements)

96. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 95.
97. Labor Code section 226(a) requires employers to furnish accurate itemized wage statements showing, among other things, gross wages, total hours, deductions, net wages, pay-period dates, employee identifying information, the legal employer's name and address, all applicable hourly rates, and the corresponding hours worked at each

rate.

98. Defendants knowingly and intentionally furnished statements that failed to accurately state total hours, gross and net wages, all applicable rates, corresponding hours, and/or correct employer information because the statements omitted unpaid work, overtime, regular-rate adjustments, break premiums, and other wages alleged herein.
99. Defendants also failed to furnish accurate paid-sick-leave information as required by Labor Code section 246 and related law.
100. Plaintiffs and Class Members suffered injury because the statements prevented prompt and easy determination of accurate wages, rates, and hours; concealed underpayments; required mathematical computations and review of other records; and caused employees to believe they had been paid correctly.
101. Plaintiffs and Class Members are entitled to the greater of actual damages or statutory damages under Labor Code section 226(e), together with reasonable attorneys' fees and costs, and injunctive relief under section 226(h) to the extent available.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business and Professions Code Sections 17200 et seq.)

102. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 101.
103. Defendants are "persons" within the meaning of Business and Professions Code section 17201. Their conduct constitutes unlawful and unfair business acts and practices under Business and Professions Code sections 17200 et seq.
104. The unlawful predicates include violations of Labor Code sections 201 through 204, 213, 226, 226.7, 227.3, 246, 2802, 510, 512, 1174, 1194, 1197, and 1198 and applicable Wage Orders, including the failures to pay all wages, calculate the regular rate correctly, provide breaks, reimburse expenses, timely pay final wages, furnish accurate wage statements, and maintain accurate records.

105. The practices are also unfair because they deprived employees of statutorily protected compensation and shifted Defendants' business costs to employees while giving Defendants an unlawful competitive advantage over compliant employers.

106. Plaintiffs lost money or property as a result of the challenged practices, including unpaid wages, underpaid overtime, break premiums, paid sick leave, vested vacation wages, and unreimbursed expenses. Defendants retained those amounts and were unjustly enriched.

107. Plaintiffs and Class Members are entitled to restitution, declaratory and injunctive relief to the extent available, prejudgment interest, reasonable attorneys' fees under Code of Civil Procedure section 1021.5 and other law, costs, and other equitable relief.

NINTH CAUSE OF ACTION

(By Plaintiffs Tachiquin and Satele Against All Defendants for Civil Penalties Under PAGA, Labor Code Sections 2698 et seq.)

108. Plaintiffs incorporate by reference and re-allege as if fully set forth herein paragraphs 1 through 107.

109. At all relevant times, Defendants were subject to the California Labor Code and applicable IWC Wage Orders. Tachiquin and Satele are aggrieved employees within the meaning of Labor Code section 2699 and personally suffered the violations they respectively noticed and allege.

110. Tachiquin and Satele complied with Labor Code section 2699.3 by providing written notice to Defendants and the LWDA of the specific provisions alleged to have been violated and the supporting facts and theories, paying the required filing fees, and waiting the required statutory period before maintaining this claim.

111. Defendants committed the noticed Labor Code and Wage Order violations against Tachiquin, Satele, and other Aggrieved Employees, including failures to pay all wages and overtime, provide meal and rest periods and premiums, reimburse expenses, pay vested vacation and final wages, furnish accurate wage statements, maintain accurate records, and timely pay wages during employment.

- 1 112. Tachiquin and Satele seek all civil penalties recoverable under PAGA for the noticed
2 violations, including penalties available under Labor Code sections 210, 226.3, 558,
3 1174.5, 1197.1, 2699(f), and other applicable provisions, subject to the limitations,
4 reductions, cure provisions, and anti-duplication rules imposed by current law.
- 5 113. Any PAGA penalties recovered shall be allocated between the LWDA and Aggrieved
6 Employees as required by Labor Code section 2699. Tachiquin and Satele also seek
7 reasonable attorneys' fees and costs under section 2699(k), interest, injunctive relief to
8 the extent authorized, and all other relief the Court may award.

9
10 **PRAYER FOR RELIEF**

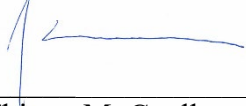
11 WHEREFORE, Plaintiffs, individually and on behalf of the Class, and Plaintiffs
12 Tachiquin and Satele on behalf of the State of California and Aggrieved Employees as to the
13 PAGA claim, pray for judgment against Defendants as follows:

- 14 1. Certifying the proposed Class under California Code of Civil Procedure section 382
15 and any appropriate subclasses;
- 16 2. Appointing Plaintiffs Arturo Tachiquin, Jonathan H. Satele, and Sebastien Aguirre as
17 Class Representatives and appointing Moon Law Group, PC and Wilshire Law Firm,
18 PLC as Co-Class Counsel;
- 19 3. Declaring that Defendants violated the Labor Code, applicable Wage Orders, and
20 Business and Professions Code sections 17200 et seq. as alleged;
- 21 4. Awarding all unpaid minimum, straight-time, overtime, double-time, paid-sick-leave,
22 vested-vacation, and other wages according to proof;
- 23 5. Awarding meal-period and rest-period premium pay at the lawful regular rate of
24 compensation;
- 25 6. Awarding reimbursement of necessary business expenses, with statutory interest;
- 26 7. Awarding liquidated damages under Labor Code section 1194.2 to the extent
27 applicable;
- 28 8. Awarding waiting-time penalties under Labor Code section 203;

9. Awarding actual or statutory wage-statement damages and relief under Labor Code section 226;
10. Ordering restitution and appropriate declaratory and injunctive relief under Business and Professions Code sections 17200 et seq.;
11. Awarding civil penalties under PAGA and directing distribution in accordance with Labor Code section 2699;
12. Awarding prejudgment and postjudgment interest at the maximum lawful rates;
13. Awarding reasonable attorneys' fees, costs, and expenses under all applicable statutes and doctrines; and
14. Awarding such other and further legal or equitable relief as the Court deems just and proper.

Dated: September 2, 2026

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho
Lauren Lenzion
Jennifer M. Leinbach
*Attorneys for Plaintiffs, Jonathan H. Satele
and Sebastien Aguirre*

Dated: September 2, 2026

MOON LAW GROUP, PC

By: /s/ Justin Lee

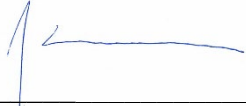
Kane Moon
Allen Feghali
S. Phillip Song
Justin Lee
Attorneys for Plaintiff Arturo Tachiquin

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury on all claims and issues so triable.

Dated: September 2, 2026

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho

Lauren Lenzion

Jennifer M. Leinbach

*Attorneys for Plaintiffs, Jonathan H. Satele
and Sebastien Aguirre*

Dated: September 2, 2026

MOON LAW GROUP, PC

By: /s/ Justin Lee

Kane Moon

Allen Feghali

S. Phillip Song

Justin Lee

Attorneys for Plaintiff Arturo Tachiquin

PROOF OF SERVICE

SATELE V. DELPHINUS ENGINEERING INC, ET AL.
San Diego County Superior Court Case No.: 25CU039482C

I, Virginia Tomlinson, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is virginia.tomlinson@wilshirelawfirm.com.

On **September 2, 2026**, I served the foregoing document(s) described as:
CONSOLIDATED FIRST AMENDED COMPLAINT
on interested parties in this action as follows:

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*Attorneys for Plaintiff, ARTURO
TACHIQUIN*

☒ **BY ELECTRONIC SERVICE** Based on a court order or an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the persons at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is virginia.tomlinson@wilshirelawfirm.com .

☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **September 2, 2026**, at Los Angeles, California.



Virginia Tomlinson