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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

NORMA BACANI, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

HDR ENGINEERING, INC., a Nebraska
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2301360

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) FAILURE TO PAY FOR ALL SICK TIME;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) UNFAIR COMPETITION; AND
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Norma Bacani (“Plaintiff”), on behalf of herself and all other similarly situated non-
2 exempt employees, alleges and complains of HDR Engineering, Inc. (“Defendant”), and DOES 1 to
3 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a global employee-owned firm providing architecture, engineering,
6 consulting, construction, and related services for clients in the U.S. and the State of California.

7 2. Plaintiff brings this class and PAGA representative action against Defendants for
8 alleged violations of the California Labor Code and California Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendants deprived Plaintiff and other non-
10 exempt employees of all minimum, overtime, and prevailing wages owed due to failing to pay for all
11 time employees were subject to the employer's control. Plaintiff further alleges that he and other non-
12 exempt employees were not paid for all prevailing wages, and that Defendants failed to properly pay
13 all overtime and sick pay wages by failing to properly calculate the “regular rate of pay.” Moreover,
14 Plaintiff alleged that Defendants’ meal and rest period policies and practices failed to provide her and
15 all other similarly situated employees with compliant meal and rest periods or pay premium wages at
16 the “regular rate of pay” in lieu thereof. Plaintiff alleges that Defendants failed to reimburse necessary
17 business expenses, failed to provide non-exempt employees with accurate written itemized wage
18 statements, and failed to timely pay all final wages upon separation of employment.

19 4. Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief
21 for herself and all others similarly situated.

22 **JURISDICTION AND VENUE**

23 5. This class action is brought pursuant to the California Code of Civil Procedure § 382.

24 6. Plaintiff, on behalf of herself and all other similarly situated employees, hereby brings
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 200,
26 201-203, 204, 210, 226a, 226(e), 226.3, 226.7, 246, 510, 512, 1174, 1174.4, 1194, 1197.1, 1199,
27 2802-2804, 2698 *et seq.* and applicable Industrial Welfare Commission Wage Orders (“Wage
28 Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and

1 Professions Code § 17200, *et. seq.*

2 7. This Court has jurisdiction over Defendants' violations of the California Labor Code
3 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
4 minimum.

5 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
6 §§ 395(a) and 395.5, as Defendants operate a warehouse/office in Fairfield, California. Defendants
7 own and maintain offices, transact business, have an agent or agents within the County of Riverside
8 and/or otherwise are found within the County of Riverside, and Defendants are within the jurisdiction
9 of this Court for purposes of service of process.

10 **PARTIES**

11 9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
12 resident residing in the State of California. Defendants employed Plaintiff and other similarly situated
13 employees as non-exempt employees in the County of Riverside.

14 10. Plaintiff is informed and believes and thereon alleges that Defendant is a California
15 corporation authorized and doing business in Riverside County, California, and is and/or was the
16 legal employer of Plaintiff and the Class Members during the applicable statutory periods.

17 11. Defendants' policies and/or practices outlined herein have deprived Plaintiff and other
18 similarly situated non-exempt employees of the rights afforded to them by California Labor Code
19 §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 246, 510, 512, 1194, 1197.1, 1199, 2802-
20 2804, 2698 *et seq.* and California Business and Professions Code § 17200 *et seq.*, and applicable
21 Wage Order(s).

22 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Riverside. Defendants, each of them, own and/or
25 operate within Riverside, California.

26 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
27 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered.

2 14. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious
3 Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts
4 and omissions alleged herein and proximately caused Plaintiff and the Classes to be subject to the
5 unlawful employment practices alleged herein.

6 15. Plaintiff is informed, believes, and thereon alleges that at all times mentioned herein,
7 Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein
8 mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have
9 been done by the named Defendants; and furthermore, the Defendants, and each of them, were the
10 agents, servants, and employees of each and every one of the other Defendants, as well as the agents
11 of all Defendants, and at all times herein mentioned were acting within the course and scope of said
12 agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise
13 ratified each and every one of the acts or omissions complained of herein.

14 16. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise and acting within the course and
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
17 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
18 Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 17. Defendant is a global employee-owned firm providing architecture, engineering,
21 consulting, construction, and related services for clients in the U.S. and across California.

22 18. Defendants employed Plaintiff as a non-exempt employee with the title of “BIM 3”
23 from approximately May 27, 2007, until her separation from employment on April 8, 2021. Plaintiff
24 and other similarly situated employees were employed as non-exempt employees working for
25 Defendants within California.

26 19. First, at all relevant times, Defendants consistently failed to accurately record all time
27 worked and time under which aggrieved employees were under the employer's control. This included
28 a policy and practice of failing to pay for all time worked properly or to which non-exempt employees

1 were subject to the employer's control, including all pre-shift and post-shift time spent working off-
2 the-clock. Further, because Defendants uniformly automatically deducted 30 minutes for meal
3 periods whether or not an actual uninterrupted net 30-minute meal break was provided or taken,
4 Plaintiff and other aggrieved employees were not paid for all hours worked or all hours when they
5 were subject to the control of the employer.

6 20. As a result of these company-wide practices, Plaintiff and other aggrieved employees
7 are not compensated for all the hours that they actually work, all of the overtime hours they actually
8 work or were not paid at prevailing wages, in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1,
9 1199, and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy, Plaintiff
10 and other aggrieved employees were also not properly paid at the correct overtime rate for hours
11 worked in excess of eight hours per shift in violation of Labor Code § 510. Accordingly, to the extent
12 permitted by law, Plaintiff and other aggrieved employees are entitled to recover unpaid wages and
13 penalties for violations of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and 1197.1.

14 21. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were not
15 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
16 and/or forty (40) hours per workweek or at prevailing wages. Although Plaintiff and other non-
17 exempt employees regularly worked overtime hours, they were not compensated at one and one-half
18 times their “regular rate of pay” because Defendants failed to include all forms of compensation,
19 including, but not limited to, shift differentials, non-discretionary bonuses, incentive pay, and other
20 forms of remuneration when calculating the “regular rate of pay” used for payment of overtime
21 wages.

22 22. Under the California Labor Code (as well as the FLSA), courts have consistently held
23 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
24 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (See *Haber v.*
25 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
26 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.
27 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California
28 and federal law on the grounds that Defendant improperly calculated overtime by excluding annual

1 bonuses paid to employees from the “regular rate of compensation”].)

2 23. By their policy of requiring Plaintiff and the other non-exempt employees to work in
3 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
4 them at the lawful rate of one-half (1 ½) their “regular rate of pay” or at prevailing wages, Defendants
5 willfully violated the provisions of Labor Code § 510 and the applicable Wage Orders.

6 24. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
7 are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204, 210, 510, and
8 1197.1.

9 25. Similarly, at all relevant times, Defendants also failed in their obligation to provide
10 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
11 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
12 in California for the same employer for 30 or more days within a year from the commencement of
13 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
14 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
15 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
16 pay for the workweek in which the employee uses paid sick time, whether or not the employee
17 actually works overtime in that workweek.”

18 26. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
19 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
20 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
21 requires employers to “provide an employee with written notice that sets forth the amount of paid
22 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
23 the employee’s itemized wage statement described in § 226 or in a separate writing provided on the
24 designated pay date with the employee’s payment of wages.”

25 27. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff
26 and other aggrieved employees the legally required paid sick days at the legal rate, including all forms
27 of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendants paid sick time at the
28 base rate of pay rather than the “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

1 28. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
2 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
3 Defendants' uniform meal period policies/practices and work demands, Plaintiff and other non-
4 exempt employees often could not take timely and uninterrupted 30-minute first meal periods before
5 the end of the fifth hour of work. Making matters worse, as alleged above, Defendants have a payroll
6 practice that automatically deducted 30 minutes for meal periods regardless of whether a 30-minute
7 meal period was actually provided. Further, when Plaintiff and other non-exempt employees worked
8 more than 10.0 hours in a shift, they were not always allowed and permitted to take a mandated
9 second meal period before the end of the tenth hour of work in violation of the Labor Code and
10 applicable Wage Orders.

11 29. Additionally, for each missed or non-compliant meal period, Defendants failed to
12 maintain a mechanism by which non-exempt employees were paid meal period premiums at the
13 "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor
14 Code § 226.7. Accordingly, due to Defendants' uniform meal period practices, Plaintiff and other
15 non-exempt employees were also regularly denied legally compliant meal periods in violation of
16 Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

17 30. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
18 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
19 to Defendants' uniform rest period policies/practices and work demands. As a result, Plaintiff and
20 other non-exempt employees were and are often unable to take a net 10-minute duty-free rest period
21 for every major fraction of four hours worked. This includes a second rest period for shifts in excess
22 of six hours and a third rest period for shifts in excess of 10.0 hours in a workday. Making matters
23 worse, Defendants have a policy/practice that requires non-exempt employees to remain on premises
24 during rest periods.

25 31. By not relieving all non-exempt employees of all duties during rest periods,
26 Defendants failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services,*
27 *Inc.* (2016) 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve
28 employees of all duties and relinquish control over how employees spend their time."]. In *Augustus,*

1 the California Supreme Court expressly rejected the employer’s assertion that it could provide an on-
2 duty rest period to employees who worked as security guards and further explained: “that employers
3 [must] relinquish any control over how employees spend their break time and relieve their employees
4 of all duties.” *Id.* at 273.

5 32. Each time Plaintiff and other non-exempt employees could not take a compliant rest
6 period, Defendants failed and failed to adequately pay rest period premium payments at the “regular
7 rate of pay” as required by Labor Code § 226.7.

8 33. Accordingly, due to Defendants’ uniform rest period policies/practices and work
9 demands, Plaintiff and other non-exempt employees were also regularly denied legally compliant rest
10 breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

11 34. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
12 all time worked (including at minimum wage rates), overtime and sick pay wages at the appropriate
13 legal rate, prevailing wages (as applicable), and Defendants’ failure to pay for meal and rest period
14 premiums at the “regular rate of pay,” Defendants issued wage statements which failed to identify
15 the gross wages earned accurately, the total hours worked, the total hours worked at each hourly rate,
16 the net wages earned, and the correct corresponding number of hours worked at each hourly rate, in
17 violation of Labor Code § 226(a)(1, 2, 5, and 9).

18 35. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
19 § 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
20 per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation
21 in a subsequent citation, for which the employer fails to provide the employee a wage deduction
22 statement or fails to keep the required in subdivision (a) of Section 226.”

23 36. Thus, for the violations of Labor Code § 226 described above, Plaintiff and other non-
24 exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
25 Labor Code § 226(a).

26 37. As a further result of Defendants’ failure to pay for all time worked (including at
27 minimum wage rates), all sick pay and overtime wages at the appropriate legal rate, prevailing wages
28 (as applicable) and meal and rest period premiums at the “regular rate of pay,” Defendants also failed

1 and continues to fail to pay the non-exempt employees all wages owed at their time of separation
2 from employment in violation of Labor Code §§ 201-203.

3 38. Finally, at all relevant times, Defendants required Plaintiff and other non-exempt
4 employees to incur necessary business expenses, including, but not limited to, the use of their personal
5 cell phones, headsets, and Internet, but did not reimburse non-exempt employees adequately for these
6 necessary expenditures in violation of Labor Code §§ 2802-2804. *See Cochran v. Schwan's Home*
7 *Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 [“[i]f an employee is required to make work-related
8 calls on a personal cell phone, then he or she is incurring an expense for the purposes of section 2802.
9 It does not matter whether the phone bill is paid for by a third person, or at all...”].

10 39. Defendants uniformly failed to reimburse non-exempt employees for a reasonable
11 portion of their monthly cellular phone bills and Internet, and personal headsets and other costs
12 incurred in discharging their duties. Indeed, any indication of a reimbursement is absent from
13 Plaintiff's wage statements.

14 40. Accordingly, due to Defendants' uniform failure to adequately reimburse for
15 necessary business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage
16 Orders.

17 CLASS ACTION ALLEGATIONS

18 41. Plaintiff brings this action on behalf of herself and the following Classes pursuant to
19 § 382 of the Code of Civil Procedure:

20 All non-exempt employees who worked or worked for Defendants in
21 California during the four years immediately preceding the Complaint
filing through the trial date. (“Class”);

22 All non-exempt employees who worked for Defendants in California
23 and worked overtime hours during at least one shift during the four
24 years immediately preceding the filing of the Complaint through the
trial date. (“Overtime Subclass”);

25 All non-exempt employees who work or worked for Defendants in
26 California for one year immediately preceding filing the Complaint
27 through the trial date. (“Wage Statement Subclass”)

28 All non-exempt employees who work or worked for Defendants in
California, and who left their employment during the three years

1 immediately preceding the filing of the Complaint through the trial
2 date. (“Waiting Time Penalty Subclass”)

3 (collectively “the Classes”)

4 42. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
6 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
7 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
8 Defendants’ employment and payroll records.

9 43. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
10 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
11 employees, which predominate over questions affecting only individual members, including, without
12 limitation to:

13 1. Whether Defendants failed to pay for all time under which members of the Classes were
14 subject to the control of the employer;

15 2. Whether Defendants failed to pay all prevailing wages to members of the Classes;

16 3. Whether Defendants failed to pay all overtime wages at the appropriate legal rate to
17 members of the Classes;

18 4. Whether Defendants failed to pay overtime and sick pay at the appropriate legal rate to
19 members of the Classes;

20 5. Whether Defendants provided legally compliant meal and rest periods or proper
21 compensation at the “regular rate of pay” in lieu thereof to members of the Classes;

22 6. Whether Defendants furnished legally compliant wage statements to members of the
23 Classes pursuant to Labor Code § 226(a);

24 7. Whether Defendants failed to reimburse necessary business expenses to members of the
25 Classes pursuant to Labor Code §§ 2802-2804; and

26 8. Whether the timing and amount of payment of final wages to members of the Class at
27 the time of separation from employment were unlawful.
28

1 44. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' policy/practice of
5 failing to pay for all time worked, failing to pay prevailing wages, failing to pay overtime and sick
6 pay at the appropriate premium rate, Defendants' uniform policy of failing to provide compliant meal
7 and rest periods or adequate compensation in lieu thereof, and Defendants' resulting failure to provide
8 accurate itemized wage statements, Defendants' failure to reimburse necessary business expenses,
9 and to pay for all wages due upon separation of employment. As such, the common questions
10 predominate over individual questions concerning each individual class member's showing as to his
11 or her eligibility for recovery or as to the amount of his or her damages.

12 45. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
13 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
14 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
15 Plaintiff, like the members of the Classes, was deprived of all wages due to her and at the appropriate
16 legal rates, was deprived of meal and rest period premium wages, was subject to Defendants' uniform
17 policies/practices, was not reimbursed for required work related expenses, was not provided accurate
18 itemized wage statements, and was not paid all wages owed at the time of her separation of
19 employment.

20 46. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
21 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
22 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
23 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
24 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
25 members of the Classes.

26 47. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
27 important public interest in establishing minimum working conditions and standards in California.
28 These laws and labor standards protect the average working employee from exploitation by

1 employers who have the responsibility to follow the laws and who may seek to take advantage of
2 superior economic and bargaining power in setting onerous terms and conditions of employment. The
3 nature of this action and the format of laws available to Plaintiff and members of the Classes make
4 the class action format a particularly efficient and appropriate procedure to redress the violations
5 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
6 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
7 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

8 48. Moreover, requiring each member of the Classes to pursue an individual remedy
9 would also discourage the assertion of lawful claims by employees who would be disinclined to file
10 an action against their former and/or current employer for real and justifiable fear of retaliation and
11 permanent damage to their careers with subsequent employers. Further, the prosecution of separate
12 actions by the individual class members, even if possible, would create a substantial risk of
13 inconsistent or varying verdicts or adjudications with respect to the individual class members against
14 Defendants herein; and which would establish potentially incompatible standards of conduct for
15 Defendants; and/or legal determinations with respect to individual class members which would, as a
16 practical matter, be dispositive of the interest of the other class members not parties to adjudications
17 or which would substantially impair or impede the ability of the class members to protect their
18 interests. Further, the claims of the individual members of the class are not sufficiently large to
19 warrant vigorous individual prosecution, considering all of the concomitant costs and expenses
20 attending thereto. As such, the Classes identified in Paragraph 41 are maintainable as Classes under
21 § 382 of the Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

26 50. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
27 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
28 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the

1 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
2 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
3 wages and interest accrued thereon.

4 51. At all relevant times herein, Defendants failed to conform their pay practices to the
5 requirements of the law. This unlawful conduct includes, but is not limited to, Defendants' uniform
6 and unlawful rounding policy/practice, failure to pay for all hours worked, and failure to pay at the
7 appropriate legal rates (including prevailing wages), which resulted in these individuals not being
8 paid for all hours they were actually suffered or permitted to work. Accordingly, Plaintiff and
9 members of the Classes were not compensated for all hours worked, including all hours they were
10 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
11 applicable Wage Orders.

12 52. Labor Code § 1198 makes unlawful the employment of an employee under conditions
13 that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that
14 an employer who has failed to pay its employees the legal minimum wage is liable to pay those
15 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
16 to the wages due and interest thereon.

17 53. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
18 Plaintiffs and the Classes have sustained economic damages, including but not limited to unpaid
19 wages and lost interest, in an amount to be established at trial, and they are entitled to recover
20 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
21 violations of the Labor Code and applicable Wage Orders.

22 54. Defendants' practice and uniform administration of corporate policy regarding illegal
23 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
24 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
25 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
26 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 56. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and
6 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
7 worked and provide a private right of action for the failure to pay all overtime compensation for
8 overtime work performed.

9 57. At all times relevant herein, Defendants were required to properly pay Plaintiff and
10 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
11 § 1194 and the applicable Wage Orders.

12 58. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
13 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
14 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
15 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
16 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
17 the workweek.

18 59. Defendants failed to conform their pay practices to the requirements of the law. This
19 unlawful conduct includes but is not limited to, Defendants’ uniform and unlawful policy/practice of
20 failing to pay for all overtime hours worked, failing to include all forms of compensation in
21 calculating the “regular rate of pay,” and failing to pay at the appropriate legal rates (including
22 prevailing wages) which resulted in the Classes not being paid all overtime wages owed.

23 60. The foregoing policies and practices are unlawful and create an entitlement to recovery
24 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
25 overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit
26 according to Labor Code §§ 204, 210. 510, 1194, and 1198, the applicable Wage Orders, and Code
27 of Civil Procedure § 1021.5.

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THIRD CAUSE OF ACTION
FAILURE TO PAY ALL SICK TIME
(AGAINST ALL DEFENDANTS)

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid at the “regular rate of pay”, including all forms of compensation/remuneration.

63. At all times relevant herein, Defendants were required to properly pay Plaintiff and Class members for all accrued sick leave taken, pursuant to California Labor Code § 246.

64. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants’ uniform and unlawful policy/practice of failing to include all forms of compensation, including but not limited to shift differentials, non-discretionary bonuses, and other forms of remuneration into the calculation of the “regular rate of pay,” which resulted in Plaintiff and the Classes not being paid all sick time wages owed.

65. The foregoing policies and practices are unlawful and create an entitlement to recovery by Plaintiff and the members of the Classes in a civil action for the unpaid amount of sick time wages, including interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

67. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and members of the Class, with all required meal periods in accordance with the mandates of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common Allegations section of this Complaint. Despite Defendants’ violations, Defendants have not paid an

1 additional hour of pay at the “regular rate of pay” to Plaintiff and Class members at their respective
2 regular rates of pay for each violation, per California Labor Code § 226.7.

3 68. As a result, Defendants are responsible for paying premium compensation for meal
4 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
5 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

6 **FIFTH CAUSE OF ACTION**

7 **REST PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 70. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
11 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
12 each four (4) hour period worked, or major fraction thereof.

13 71. Due to their unlawful rest period policy and practices, Defendants did not authorize
14 and permit Plaintiff and members of the Class to take code-compliant rest periods to which they were
15 legally entitled, including, but not limited to, failing to relieve employees of all duties and
16 relinquishing all control over employees during their rest periods. Despite Defendants’ violations,
17 Defendants have not paid an additional hour of pay at the “regular rate of pay” to Plaintiff and Class
18 members at their respective regular rates of pay for each violation, per California Labor Code § 226.7.

19 72. The foregoing violations create an entitlement to recovery by Plaintiff and members
20 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
21 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code
22 §§ 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

25 **(AGAINST ALL DEFENDANTS)**

26 73. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 74. Labor Code 226(a) states in pertinent part the following:
28

1 “(a) An employer, semimonthly or at the time of each payment of wages, shall
2 furnish to his or her employee, either as a detachable part of the check, draft, or
3 voucher paying the employee’s wages, or separately if wages are paid by personal
4 check or cash, an accurate itemized statement in writing showing (1) gross wages
5 earned, (2) total hours worked by the employee, except as provided in subdivision
6 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown
9 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
10 employee is paid, (7) the name of the employee and only the last four digits of his
11 or her social security number or an employee identification number other than a
12 social security number, (8) the name and address of the legal entity that is the
13 employer and, if the employer is a farm labor contractor, as defined in subdivision
14 (b) of Section 1682, the name and address of the legal entity that secured the services
15 of the employer, and (9) all applicable hourly rates in effect during the pay period
16 and the corresponding number of hours worked at each hourly rate by the
17 employee.”

18 75. As set forth above, during the Class Period, Defendants issued and continue to issue
19 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
20 which are inadequate under Labor Code § 226(a).

21 76. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
22 for all minimum, prevailing, overtime, and sick pay wages at the appropriate legal rate and missed
23 meal and rest period premiums at the appropriate legal rate, Defendants failed to include required
24 information on Plaintiff and the Classes’ wage statements, including, but not limited to, the hours
25 worked, the total hours worked at each hourly rate, gross wages earned, the net wages earned in
26 violation of Labor Code § 226(a)(1, 2, 5, 9).

27 77. Defendants’ failure to comply with § 226(a) of the Labor Code was knowing and
28 intentional.

78. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
and members of the Wage Statement Subclass in violation of § 226(a) of the California Labor Code,
Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial penalty
of \$50 and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of
\$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants pursuant

1 to § 226(e) of the Labor Code, costs and reasonable attorneys' fees.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

4 **(AGAINST ALL DEFENDANTS)**

5 79. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 80. Labor Code 2802(a) states in pertinent part the following:

7 “(a) An employer shall indemnify his or her employee for all necessary
8 expenditures or losses incurred by the employee in direct consequence of
9 the discharge of his or her duties, or of his or her obedience to the directions
10 of the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.”

11 81. As set forth above, Plaintiff and Class members must be compensated for all necessary
12 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
13 cell phone bills, home Internet, headsets, and other expenses necessarily incurred in the discharge of
14 their duties.

15 82. At all relevant times, Defendants have failed to comply with Labor Code § 2802 and
16 the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary business
17 expenditures.

18 **EIGHTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

21 83. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 84. The actionable period for this cause of action is three years before filing this Complaint
23 through the present and ongoing until the violations are corrected or the class is certified.

24 85. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
25 to Plaintiff and the Waiting Time Penalty Subclass during the actionable period for this cause of
26 action at or around the time their employment is terminated or ended.
27
28

1 86. Labor Code § 203 provides that if an employer willfully fails to pay compensation
2 promptly upon discharge or resignation, as required by Labor Code §§ 201 and 202, the employer is
3 liable for penalties in the form of continued compensation up to thirty (30) workdays.

4 87. Defendants willfully failed to pay Plaintiff and the members of the Waiting Time
5 Penalty Subclass for all minimum, prevailing overtime, and sick pay wages, and their meal and rest
6 period premiums at the “regular rate of pay” before or upon termination or separation from
7 employment with Defendants as required by Labor Code §§ 201 and 202.

8 88. Consequently, Defendants are liable to Plaintiff and the Waiting Time Penalty
9 Subclass for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Classes
10 pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due
11 upon termination entitles an employee to recover waiting time penalties).

12 **NINTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(AGAINST ALL DEFENDANTS)**

15 89. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 90. Defendants have engaged and continue to engage in unfair and/or unlawful business
17 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
18 failing to pay for all hours worked, by failing to pay all overtime and sick pay wages at the appropriate
19 legal rate, by failing to pay prevailing wages when required, by failing to provide all legally required
20 meal and rest periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing
21 to provide accurate itemized wage statements, failing to reimburse necessary business expenditures,
22 and by failing to pay all earned wages at the time of separation from employment.

23 91. Defendants’ utilization of these unfair and/or unlawful business practices deprived
24 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
25 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
26 Defendants’ competitors who have been and/or are currently employing workers and attempting to
27 do so in honest compliance with applicable wage and hour laws.

28 ///

92. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

93. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint.

94. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current hourly non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

95. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

96. Defendants have committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendants to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided based on the following Labor Code violations:

a. Failing to provide Plaintiff and other similarly Aggrieved Employees with all of their statutorily mandated meal periods in violation of Labor Code §§ 204, 510, 1194, and 1198;

b. Failing to authorize and permit Plaintiff and other similarly Aggrieved employees with all of their statutorily mandated rest periods in violation of Labor Code §§ 226.7 and 516;

1 c. Failing to pay Plaintiff and other similarly Aggrieved Employees all overtime and sick
2 pay wages at the appropriate premium rates in violation of Labor Code §§ 234, 510, 1194, 1197;

3 d. Failing to furnish Plaintiff and other similarly situated employees with complete,
4 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;

5 e. Failing to reimburse Plaintiff and other aggrieved employees with all necessary
6 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders;

7 f. Failing to pay Plaintiff and similarly Aggrieve Employees for all minimum wages for
8 all hours worked or for which they were subject to the control of the employer; and

9 g. Failing to pay prevailing wages to Plaintiff and Similarly Aggrieved Employees when
10 required.

11 97. On or about March 15, 2023, Plaintiff notified Defendant HDR Engineering, Inc. and
12 the California Labor and Workforce Development Agency (“LWDA”) via email of Defendant’s
13 violations of the California Labor Code § 2698 *et seq.*, with respect to violations of the California
14 Labor Code identified in Paragraph 96.

15 98. Now that sixty-five days have passed since Plaintiff notified Defendant of these
16 violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the
17 Private Attorneys General Act with respect to these violations.

18 99. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and the interests of similarly aggrieved employees and to assess and collect the
20 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
21 is entitled to receive under California Labor Code § 2699.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf
24 this suit is brought against Defendants, as follows:

- 25 1. For an order certifying the proposed Classes;
26 2. For an order appointing Plaintiff as representative of the Classes;
27 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
28

1 4. Upon the First Cause of Action, for compensatory, consequential, general and special
2 damages according to proof pursuant to Labor Code §§ 204, 210, 1194, 1197, and 1198;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;

5 5. Upon the Third Cause of Action, for payment of all unpaid sick pay wages and
6 penalties according to proof pursuant to Labor Code § 246 *et seq.*, and for reasonable attorneys' fees
7 and costs;

8 6. Upon the Fourth Cause of Action, for compensatory, consequential, general and
9 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

10 7. Upon the Fifth Cause of Action, for compensatory, consequential, general and special
11 damages according to proof pursuant to Labor Code §§ 226.7 and 516;

12 8. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
13 reasonable costs and attorneys' fees;

14 9. Upon the Seventh Cause of Action, for statutory penalties pursuant to Labor Code §§
15 2802-2804.

16 10. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
17 Labor Code §§ 201-203.;

18 11. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the Classes
19 of all money and/or property unlawfully acquired by Defendants by means of any acts or practices
20 declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

21 12. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other similarly
22 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
23 (a) and (f) including, but not limited to (1) \$100.00 for each initial violation and \$200 for each
24 subsequent violation per employee per pay period for those violations of the Labor Code for which
25 no civil penalty is specifically provided under the Labor Code;

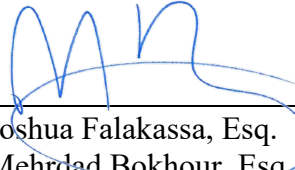
26 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
27 § 218.6 and Civil Code §§ 3287 and 3289;

1 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 218.5, 226, and Code of Civil Procedure § 1021.5; and

3 14. For such other relief that the Court may deem just and proper.
4

5 Dated: January 24, 2024

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

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7
8 By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On January 31, 2024, I served the following document(s) described as **FILE FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

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BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

Executed on January 31, 2024, in Los Angeles, California.

/s/ Carlos Garcia
Carlos Garcia