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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

Richard Gonzales

Plaintiff,

vs.

Clear Blue Energy Corporation and DOES 1-25.

Defendants.

Case No. SCV-273742

**COMPLAINT FOR DAMAGES AND
RECOVERY OF PENALTIES UNDER
PRIVATE ATTORNEY GENERAL ACT**

DEMAND FOR JURY TRIAL

Plaintiff RICHARD GONZALES (“Mr. Gonzales” or “PLAINTIFF”), in his representative capacity on behalf of himself, the State of California, and fellow current and former AGGRIEVED EMPLOYEES, defined *below*, against Defendants Clear Blue Energy Corporation (“Defendant Clear Blue”), and DOES 1-25 (“Defendant Does”) (collectively “DEFENDANTS”), alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF is informed and believes, and thereon allege, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

3. DEFENDANTS' systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide meal periods;
- b. Failure to provide rest periods;
- c. Failure to pay all regular and overtime wages;
- d. Failure to provide accurate payroll records;
- e. Failure to reimburse for required business expenses;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to timely pay wages due during, and upon termination of employment.

4. PLAINTIFF brings this representative action against DEFENDANTS on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

I. THE PARTIES

6. Plaintiff Richard Gonzales (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

7. Defendant Clear Blue Energy Corporation (“Defendant Clear Blue”) is a California Corporation, registered with the California Secretary of State under Corporation No. 3218154, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. Defendant Does 1-25 (“Defendant Does”) are persons and/or entities that at all relevant times mentioned herein conducted and continue to conduct substantial and regular business throughout California.

9. DEFENDANTS own, operate, and/or manage and oversee construction contracts for public works projects throughout the State of California.

1 10. DEFENDANTS employed PLAINTIFF between October 2021 through December 2022 for
2 various public work projects based in Fremont, New Mexico, and Petaluma.

3 11. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

4 12. PLAINTIFF brings this action in his representative capacity on behalf of the State of
5 California and on behalf of all individuals who are or previously were employed by DEFENDANT
6 Clear Blue in California who suffered one or more Labor Code violations enumerated in Labor
7 Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for
8 DEFENDANTS between April 13, 2023, and the present (“PAGA PERIOD”).

9 13. Plaintiff is a former employee of DEFENDANTS who worked as inside wireman on public
10 works projects and thus entitled to prevailing wage requirements.

11 14. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code §
12 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor
13 Code violations committed by DEFENDANTS.

14 15. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times were,
15 employees of DEFENDANTS, within the meanings set forth in the California Labor Code and the
16 applicable Industrial Welfare Commission Wage Order.

17 16. Each of the fictitiously named defendants participated in the acts alleged in this Complaint.
18 The true names and capacities of the defendants named as DOES 1 THROUGH 25, inclusive, are
19 presently unknown to PLAINTIFF. PLAINTIFF will amend this Complaint, setting forth the true
20 names and capacities of these fictitiously named defendants when their true names are ascertained.
21 PLAINTIFF is informed and believes, and on that basis alleges, that each of the fictitious
22 defendants have participated in the acts alleged in this Complaint.

23 17. DEFENDANT, including DOES 1 THROUGH 25 (hereinafter collectively
24 “DEFENDANTS”), were PLAINTIFF’s employers or persons acting on behalf of PLAINTIFF’s
25 employer, within the meaning of California Labor Code § 558, who violated or caused to be
26 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
27 hours and days of work in any order of the Industrial Welfare Commission and, as such, are subject
28

1 to civil penalties for each underpaid employee, as set forth in Labor Code § 558, at all relevant
2 times.

3 18. DEFENDANTS were PLAINTIFF's employer or persons acting on behalf of
4 PLAINTIFF'S employer either individually or as an officer, agent, or employee of another person,
5 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
6 employee a wage less than the minimum fixed by California state law, and as such, are subject to
7 civil penalties for each underpaid employee.

8 **II. Joint Employer**

9 19. The Private Attorney General Act ("PAGA"), permits an aggrieved employee to enforce any
10 provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* § 2699(a).)

11 20. Section 558 of the California Labor Code provides that "any employer *or other person* acting
12 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the Industrial Welfare Commissions
14 shall be subject to a civil penalty..." (*Lab. Code* § 558(a).);

15 21. Section 1197.1 of the Labor Code provides that "[a]ny employer *or other person* acting
16 either individually or as an officer, agent, or employee of another person, who pays or causes to be
17 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
18 an order of the commission shall be subject to a civil penalty..." (*Lab. Code* § 1197.1(a).)

19 22. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that a
20 corporate employer's owners, officers and directors, are subject to civil penalties for the employer's
21 failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1
22 does not depend on a finding of an alter ego, no alter ego allegations or findings are necessary.
23 *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food*,
24 *Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112,
25 1145-1146.

26 23. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each
27 of them, are subject to civil penalties for their failure to pay PLAINTIFF and the AGGRIEVED
28 EMPLOYEES the appropriate wages as complained of herein and proximately caused the

1 complaints, injuries, and damages alleged herein.

2 24. At all relevant times, each DEFENDANTS, whether named or fictitious, was the agent,
3 employee or other person acting on behalf of each other Defendant, and, in participating in the acts
4 alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts
5 of the other.

6 25. Each DEFENDANT, whether named or fictitious, exercised control over PLAINTIFF'S
7 wages, working hours, and/or working conditions.

8 26. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this action
9 as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or policy, and
10 the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

11 **III. Jurisdiction and Venue**

12 27. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure,
13 Section 410.01. This Court has jurisdiction over PLAINTIFF'S claims for civil penalties under the
14 Private Attorney General Act of 2004, California Labor Code §2698, *et seq.*

15 28. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395
16 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and DEFENDANT (i)
17 currently maintains and at all relevant times maintained offices and facilities in this County, and (ii)
18 committed the wrongful conduct herein alleged in this County against PLAINTIFF and the
19 AGGRIEVED EMPLOYEES.

20 **IV. Factual Allegations**

21 29. In violation of the applicable sections of the California Labor Code and the requirements of
22 the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company
23 policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally
24 complaint meal and rest period, failed to accurately compensate PLAINTIFF and the other
25 AGGRIEVED EMPLOYEES for missed meal and rest periods, failed to pay PLAINTIFF and the
26 other AGGRIEVED EMPLOYEES for all time worked, and failed to issue to PLAINTIFF and the
27 AGGRIEVED EMPLOYEES with accurate itemized wage statements showing, among other things,
28 all applicable hourly rates in effect during the pay periods and the corresponding amount of time

1 worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to
2 purposefully avoid the accurate and full payment for all time worked as required by California law
3 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
4 comply with the law.

5 A. Late Pay Periods

6 30. DEFENDANTS paid PLAINTIFF and other AGGRIEVED EMPLOYEES every week on
7 Fridays.

8 31. However, on occasion, DEFENDANTS failed to timely pay PLAINTIFF and other
9 AGGRIEVED EMPLOYEES and failed to tender a paycheck on Friday and instead paid
10 PLAINTIFF and other AGGRIEVED EMPLOYEES the following Monday or Tuesday.

11 32. When PLAINTIFF complained about not being paid on schedule, DEFENDANTS blamed
12 an employee responsible for running payroll and said she is very busy and must have forgot.

13 33. DEFENDANTS did not provide PLAINTIFF and other AGGRIEVED EMPLOYEES
14 waiting time penalties when DEFENDANTS failed to timely pay employees in accordance with
15 their pay schedule.

16 B. Rest Break Violations

17 34. PLAINTIFF was required to work in excess of four (4) hours without being provided ten (10)
18 minute rest periods as a result of DEFENDANTS' practices and policies. PLAINTIFF was additionally
19 required to work in excess of eight (8) hours without being provided second ten (10) minute rest periods
20 as a result of DEFENDANTS' practices and policies. s

21 35. From time-to-time during the PAGA PERIOD, PLAINTIFF and other AGGRIEVED
22 EMPLOYEES were also required from time to time to work in excess of four (4) hours without being
23 provided ten (10) minute rest periods as a result of demanding work requirements and DEFENDANTS'
24 policies and practices.

25 36. Further, for the same reasons these employees were denied their first rest periods of at least ten
26 (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time, PLAINTIFF
27 and other AGGRIEVED EMPLOYEES were denied a second rest period of at least ten (10) minutes for
28 some shifts worked of between six (6) and eight (8) hours, and third rest period of at least ten (10)

1 minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided
2 with rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required
3 to remain on duty and/or on call. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not
4 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work requirements and
5 DEFENDANTS' inadequate staffing, PLAINTIFF and other AGGRIEVED EMPLOYEES were from
6 time to time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

7 C. Meal Period Violations

8 37. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work
9 during the meal break during what was supposed to be PLAINTIFF'S off-duty meal break due to
10 DEFENDANTS' policies and inadequate staffing practices. For examples, PLAINTIFF often
11 worked during portions of his meal period so that he could finish his assigned job tasks.

12 38. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
13 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked, meaning
14 the time during which an employee is subject to the control of an employer, including all the time
15 the employee is suffered or permitted to work. From time-to-time during the PAGA PERIOD,
16 DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work without paying
17 them for all the time they were under DEFENDANT'S control. Specifically, as a result of
18 PLAINTIFF'S demanding work requirements and Defendant's understaffing, DEFENDANTS
19 required PLAINTIFF and other AGGRIEVED EMPLOYEES to work during the meal break during
20 what was supposed to be off-duty meal break. As a result, PLAINTIFF and other AGGRIEVED
21 EMPLOYEES forfeited their regular wage and overtime wage by regularly working without their
22 time being accurately recorded and without compensation at the applicable wage and overtime rates.
23 DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLAINTIFF and
24 other AGGRIEVED EMPLOYEES for all time worked.

25 39. From time-to-time during the PAGA PERIOD, as a result of work requirements and
26 DEFENDANTS' inadequate staffing practices, PLAINTIFF and other AGGRIEVED
27 EMPLOYEES were from time to time unable to take thirty (30) minute off-duty meal breaks and
28 were not fully relieved of duty for their meal period. PLAINTIFF and other AGGRIEVED

1 EMPLOYEES were required from time to time to perform work as ordered by DEFENDANTS for more
2 than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS from
3 time to time failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty
4 meal period for some workdays in which these employees were required by DEFENDANTS to work
5 ten (10) hours of work from time to time. The nature of the work performed by PLAINTIFF and other
6 AGGRIEVED EMPLOYEES does not qualify for limited and narrowly construed “on-duty” meal
7 period exception. When they were provided with meal periods, PLAINTIFF and other AGGRIEVED
8 EMPLOYEES were, from time to time, required to remain on duty. PLAINTIFF and other
9 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and in
10 accordance with DEFENDANTS’ policies and practices. DEFENDANTS failed to maintain adequate
11 staffing levels on public work projects.

12 D. Off-the-clock Work Resulting in Minimum Wage and Overtime Violations

13 40. During the PAGA PERIOD, from time-to-time DEFENDANTS failed to accurately pay
14 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all hours worked.

15 41. Specifically, DEFENDANTS from time-to-time not only required PLAINTIFF and
16 AGGRIEVED EMPLOYEES to return to work from rest and/or meal breaks early to perform off-the-
17 clock work, but also required PLAINTIFF and AGGRIEVED EMPLOYEES to work past their
18 scheduled time in order to complete site tasks and keep projects on planned schedules. From time-to-
19 time DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES necessary
20 wages for attending and performing work at DEFENDANTS’ direction, request and benefit, while off-
21 the clock.

22 42. DEFENDANTS directed and directly benefited from the uncompensated off-the-clock work
23 performed by PLAINTIFF and the other AGGRIEVED EMPLOYEES.

24 43. DEFENDANTS controlled the work schedules, duties, protocols, applications, assignments, and
25 employment conditions of PLAINTIFF and the other AGGRIEVED EMPLOYEES.

26 44. DEFENDANTS were able to track the amount of time PLAINTIFF and the other AGGRIEVED
27 EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay PLAINTIFF
28 and the other AGGRIEVED EMPLOYEES all wages earned and owed for all the work they performed,

1 including during meal period off-the-clock work.

2 45. PLAINTIFF and the other AGGRIEVED EMPLOYEES were non-exempt employees, subject
3 to the requirements of the California Labor Code.

4 46. DEFENDANTS' policies and practices deprived PLAINTIFF and the other AGGRIEVED
5 EMPLOYEES the prevailing and appropriate shift wages owed for the off-the-clock work activities on
6 public work projects. DEFENDANT'S policies and practices also deprived PLAINTIFF of overtime
7 pay.

8 47. DEFENDANTS knew or should have known that PLAINTIFF and the other AGGRIEVED
9 EMPLOYEES' off-the-clock work was compensable under the law.

10 48. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them
11 for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while off-the-
12 clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and the AGGRIEVED
13 EMPLOYEES wages for all hours worked in accordance with applicable law.

14 49. Specifically, PLAINTIFF, was unable to take off duty meal and rest breaks and was not fully
15 relieved of duty for his rest and meal periods. PLAINTIFF was required to perform work as ordered by
16 DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.
17 Additionally, DEFENDANTS failed to provide PLAINTIFF with a second off-duty meal period each
18 workday in which she was required by DEFENDANT to work ten (10) hours of work. Further, on
19 occasion, DEFENDANTS additionally failed to pay correct prevailing wages for second "swing"
20 shifts in violation of the Department of Industrial Relations prevailing wage rates. For instance,
21 when PLAINTIFF and other AGGRIEVED EMPLOYEES worked second shift or "swing shifts"
22 PLAINTIFF was not compensated in accordance with correct prevailing wage requirements and
23 instead PLAINTIFF and other AGGRIEVED EMPLOYEES were paid first "day" shift rates.

24 50. DEFENDANTS' policy caused PLAINTIFF to forfeit his off-duty meal and rest breaks without
25 additional compensation. Moreover, DEFENDANTS also provided PLAINTIFF with a paystub that
26 failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS also failed to reimburse
27 PLAINTIFF for required business expenses related to the use of his travel and overnight stays, on behalf
28 of and in furtherance of his employment with DEFENDANTS. To date, DEFENDANTS have not fully

1 paid PLAINTIFF the compensation still owed to him or any penalty wages owed to him under Cal.
2 Lab. Code § 203.

3 E. Unreimbursed Business Expenses

4 51. As an Inside Wireman, DEFENDANTS required PLAINTIFF to travel and stay overnight
5 at work sites. Additionally, PLAINTIFF was often required to use his personal truck for work
6 purposes including loading work and construction materials to various locations.

7 52. DEFENDANTS did not provide an inadequate number of vehicles to transport job site
8 materials and garbage. Instead, DEFENDANTS directed PLAINTIFF to use his personal truck to
9 transport these materials and discharge work duties.

10 53. PLAINTIFF and AGGRIEVED EMPLOYEES submitted their business expenses
11 DEFENDANTS, but DEFENDANTS did not fully reimburse PLAINTIFF AND other
12 AGGRIEVED EMPLOYEES for travel expenses and never compensated PLAINTIFF and
13 AGGRIEVED EMPLOYEES for use of personal vehicles to discharge work duties.

14 F. Inaccurate Itemized Wage Statements

15 54. California Labor Code Section 226 requires an employer to furnish its employees an accurate
16 itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number
17 of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of the employee's social security number or an employee identification number other
20 than a social security number, (8) the name and address of the legal entity that is the employer and, (9)
21 all applicable hourly rates in effect during the pay period and the corresponding number of hours worked
22 at each hourly rate by the employee

23 55. From time to time during the PAGA PERIOD, when PLAINTIFF and other AGGRIEVED
24 EMPLOYEES performed overtime work, missed meal and rest breaks, or were not paid for all hours
25 worked, DEFENDANTS also failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES
26 with complete and accurate wage statements which failed to show, among other things, the total hours
27 worked and all applicable hourly rates in effect during the pay period and the corresponding amount of
28 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest

1 periods, overtime pay.

2 56. For instance, PLAINTIFF and AGGRIEVED EMPLOYEES, often forfeited their rest and meal
3 periods but were not compensated appropriately. DEFENDANTS violated California Labor Codes
4 section 226 by failing to list this remuneration, or the applicable hourly rate and the corresponding
5 number of hours worked at the applicable hourly rate for this remuneration. PLAINTIFF and
6 AGGRIEVED EMPLOYEES suffered damage as a result of DEFENDANTS' aforementioned violation
7 because they could not promptly and easily determine from the wage statement alone the applicable
8 hourly rate and the corresponding number of hours worked at the applicable hourly rate for this
9 remuneration.

10 57. DEFENDANTS routinely failed to keep, maintain and store accurate payroll records. In addition
11 to the violations described above, DEFENDANTS, from time to time, failed to provide PLAINTIFF and
12 AGGRIEVED EMPLOYEES with wage statements that comply with Cal. Lab. Code § 226.
13 Specifically, DEFENDANTS failed to include the correct total number of hours worked.

14 58. As a result, DEFENDANTS issued PLAINTIFF and the other AGGRIEVED EMPLOYEES
15 with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS' violations are
16 knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or
17 inadvertent mistake.

18 **V. Causes of Action**

19 **FIRST CAUSE OF ACTION**

20 For Violations of Prevailing Wage Laws on Public Works Projects
(Cal. Lab. Code §§ 1720, 1770 – 1773.1, 1776, 1777, 1777.5, 1777.6)
21 (Against All Defendants)

22 59. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
23 allegation set forth above.

24 60. Public works construction is regulated by the Department of Industrial Relations,
25 Department of Labor Standards Research (“DSLRL”) which, pursuant to Labor Code sections 1770,
26 1771, 1773 and 1773.1, determines the prevailing per diem wage, the appropriate job classification
27 through “Scope of Work” and determines the rate of pay, including benefits, that shall be paid to
28 certain crafts and trades of employees, including sprinkler fitters.

1 61. DEFENDANTS provide services on public works construction projects as defined by
2 California Labor Code section 1720, including, but not limited to the construction on the Coast
3 Guard Training Center in Petaluma and projects with the Mount Diablo School District in Concord.

4 62. PLAINTIFF and AGGRIEVED EMPLOYEES worked on public works constructions
5 projects as positions including inside wireman while in the employ of DEFENDANTS’.

6 63. DEFENDANTS engaged in a pattern and practice of intentionally and willfully failing
7 and/or refusing to pay its workers, including inside wiremen, who worked on public works projects
8 the prevailing wage rate required by Labor Code section 1771.

9 64. DEFENDANTS have, and may continue to, engaged in a pattern and practice of intentionally
10 and willfully failing and/or refusing to “keep accurate payroll records, showing the name, address,
11 social security number, work classification, straight time and overtime hours worked each day and
12 each week, and the actually per diem wages paid to each journeyman, apprentice, worker, or other
13 employee employed by [it] in connection with [Public Works projects]” involving work performed
14 by its employees, including the inside wiremen, as required by Labor Code section 1776.
15 Compliance with Labor Code section 1776 by DEFENDANTS is a fundamental public policy of
16 the State of California because violations thereof are made misdemeanors by Labor Code section
17 1777.

18 65. DEFENDANTS willfully refused to pay the correct minimum prevailing wage rate to inside
19 wiremen on public works jobs by paying employees below the prevailing wage on public works
20 projects.

21 66. As a result of these unfair and unlawful business practices, DEFENDANTS were able to
22 underbid public works projects and become the low bidder. Law abiding contractors have not been
23 able to compete fairly for jobs with DEFENDANTS, who has been able to submit lower bids due to
24 its illegal cost-saving practices. DEFENDANTS’ employees, including the inside wiremen, have
25 suffered damages on lost wages and benefits by these unlawful business practices.

26 67. PAGA specifically authorizes a private right of action against DEFENDANTS by the inside
27 wiremen, as aggrieved employee, for violations of Labor Code sections 1771, 1774, 1776 and
28 1777.5 (Cal. Lab. Code § 2699.5). PAGA also authorizes a private right of action for violations of

1 Labor Code sections 1773.1 and 1777.7 after proper notice and opportunity to cure (Cal. Lab. Code
2 § 2699.3(c)).

3 68. In committing the foregoing acts, DEFENDANTS were guilty of oppression, fraud or
4 malice, and, in addition to the actual damages caused thereby, the inside wiremen are entitled to
5 recover damages for the sake of example and by way of punishing DEFENDANTS.

6
7 **SECOND CAUSE OF ACTION**

8 For Unfair Competition

9 (Cal. Bus. & Prof. Code §§ 17200 et seq.)

10 (Against All Defendants)

11 69. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
12 allegation set forth above.

13 70. PLAINTIFF seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 71. California's public policy is to protect employees by mandating that employees receive
16 reimbursements for necessary business expenses incurred by employees.

17 72. Defendant's failure to pay reimbursements has been and continues to be, unfair, unlawful,
18 and harmful to PLAINTIFF and the general public.

19 73. A violation of California Business & Professions Code sections 17200 et seq. may be
20 predicated on the violation of any state or federal law. Defendant's violations, as alleged herein,
21 including Cal. Lab. Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 515, 1174, and 2802, are
22 violations of California law, and constitute unlawful business acts and practices in violation of
23 California Business & Professions Code sections 17200 et seq.

24 74. PLAINTIFF is a wage worker dependent on DEFENDANTS for their livelihood and does
25 not have the same bargaining advantage as their employer.

26 75. DEFENDANTS controlled the activities of all employee labor, including
27 PLAINTIFF. DEFENDANTS thereby saved on employment costs by directing PLAINTIFF and
28 other AGGRIEVED EMPLOYEES to perform off-the-clock work, including performing work
during what was supposed to be PLAINTIFF and other AGGRIEVED EMPLOYEES' rest and/or

1 meal periods without providing additional wages.

2 76. Throughout the time relevant to this action, DEFENDANTS failed and/or refused to abide
3 by these long-standing employee protections, including the guarantees of proper meal and rest
4 periods or an additional hour of pay.

5 77. Under its unlawful scheme, DEFENDANTS evaded its other legal responsibilities as an
6 employer and instead systematically saved on costs at the expense of PLAINTIFF. With this
7 unlawful scheme, DEFENDANTS unjustly appropriated for itself significant amounts of money that
8 it otherwise should have paid to employees as wages.

9 78. DEFENDANTS illegally passed on business operational costs, thereby reducing wages due,
10 in violation of Labor Code section 226.

11 79. DEFENDANTS' unfair business practices have reaped undue benefits and illegal profits,
12 and unjustly enriched DEFENDANTS, at the expense of PLAINTIFF and AGGRIEVED
13 EMPLOYEES.

14 80. PLAINTIFF has been personally injured by DEFENDANTS' unlawful business practices,
15 including the loss of money.

16 81. Pursuant to California Business & Professions Code sections 17200 et seq., PLAINTIFF is
17 also entitled to disgorgement of illegally acquired profits by DEFENDANTS during the period of
18 employment. PLAINTIFF is also entitled to an award of attorneys' fees and costs under the common
19 fund doctrine, California Code of Civil Procedure section 1021.5, and other applicable laws.

20 **THIRD CAUSE OF ACTION**

21 For Failure to Pay Minimum Wages

22 (Cal. Lab. Code § 1194, 1197& 1197.1)

23 (Against All Defendants)

24 82. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
25 allegation set forth above.

26 83. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for DEFENDANTS'
27 willful and intentional violations of California Labor Code and the Industrial Welfare Commission
28

1 requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to
2 PLAINTIFF and AGGRIEVED EMPLOYEES.

3 84. Pursuant to Cal. Lab. Code §204, other applicable laws and regulations, and public policy,
4 an employer must timely pay its employees for all hours worked.

5 85. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
6 minimum wage compensation and interest thereon, together with the costs of suit.

7 86. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the other
8 AGGRIEVED EMPLOYEES without regard to the correct amount of time they worked. As set forth
9 herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny timely
10 payment of wages due to PLAINTIFF and the other AGGRIEVED EMPLOYEES.

11 87. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without
12 limitation, applicable to AGGRIEVED EMPLOYEES as a whole, as a result of implementing a
13 uniform policy and practice that denied accurate compensation to PLAINTIFF and the other
14 AGGRIEVED EMPLOYEES in regard to listing the correct hours worked and compensation for
15 missed meal and rest periods.

16 88. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
17 calculated the amount of time worked and consequently underpaid the actual time worked by
18 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal attempt to
19 avoid the payment of all earned wages, and other benefits in violation of the California Labor Code,
20 the Industrial Welfare Commission requirements and other applicable laws and regulations.

21 89. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF
22 and the other AGGRIEVED EMPLOYEES did not receive the correct wage compensation for their
23 time worked for DEFENDANTS.

24 90. During the PAGA PERIOD, PLAINTIFF and the other AGGRIEVED EMPLOYEES were
25 paid less for time worked than they were entitled to, constituting a failure to pay all earned wages.

26 91. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
27 PLAINTIFF and the other AGGRIEVED EMPLOYEES for the true time they worked, PLAINTIFF
28 and the other AGGRIEVED EMPLOYEES have suffered and will continue to suffer an economic

1 injury in amounts which are presently unknown to them, and which will be ascertained according to
2 proof at trial.

3 92. DEFENDANTS knew or should have known that PLAINTIFF and the other AGGRIEVED
4 EMPLOYEES are under-compensated for their time worked. DEFENDANTS systematically elected,
5 either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a
6 matter of uniform corporate policy, practice and procedure, and DEFENDANTS perpetrated this
7 systematic scheme by refusing to pay PLAINTIFF and the other AGGRIEVED EMPLOYEES the
8 correct wages for their time worked.

9 93. In performing the acts and practices herein alleged in violation of California labor laws, and
10 refusing to compensate the members of the AGGRIEVED EMPLOYEES for all time worked and
11 provide them with the requisite compensation, DEFENDANTS acted and continues to act
12 intentionally, oppressively, and maliciously toward PLAINTIFF and the other AGGRIEVED
13 EMPLOYEES with a conscious and utter disregard for their legal rights, or the consequences to them,
14 and with the despicable intent of depriving them of their property and legal rights, and otherwise
15 causing them injury in order to increase company profits at the expense of these employees.

16 94. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore request recovery of all
17 unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory
18 penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other
19 applicable statutes. To the extent minimum wage compensation is determined to be owed to the
20 PLAINTIFF and other AGGRIEVED EMPLOYEES who have terminated their employment,
21 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals
22 are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
23 herein on behalf of the PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS'
24 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other
25 AGGRIEVED EMPLOYEES are entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

2 For Failure to Reimburse Business Expenses

3 (Cal. Lab. Code § 2802)

4 (Against All Defendants)

5 95. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every
6 allegation set forth above.

7 96. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify
8 PLAINTIFF for the expenses and losses incurred during the performance of his job duties. The
9 purpose of this statute is to prevent employers from passing their operating expenses on to their
10 employees.

11 97. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse PLAINTIFF
12 for necessary business expenditures for travel expenses incurred in discharging work duties.

13 98. DEFENDANTS sought to pad their own pockets at the expense of their employees, and
14 instead of compensating their employees for the necessary business costs, the employer passed on
15 its costs to its employees.

16 99. DEFENDANTS intentionally failed to reimburse its employees for the actual expenses
17 incurred and thereby increased its own profits to the detriment of its employees.

18 100. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
19 reasonable attorneys' fees, and costs, in an amount to be proven at trial.

20 101. Interest accrues from the date the employee incurred the necessary expenditure or
21 loss.

22 **FIFTH CAUSE OF ACTION**

23 For Failure to Pay Wages When Due

24 Cal. Lab. Code §§ 201, 202, 203, and 204

25 (Against All Defendants)

26 102. PLAINTIFF incorporates by reference and realleges as if fully stated herein each
27 and every allegation set forth above.

1 103. If an employer willfully fails to pay, without abatement or reduction, in accordance
2 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
3 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
4 until an action therefor is commenced; but the wages shall not continue for more than 30 days.
5 (Cal. Lab. Code § 203).

6 104. To date, DEFENDANTS, have yet to pay PLAINTIFF all of the wages and all
7 premiums due to his overtime and off the clock work, for missed meal and rest breaks, for
8 business expenses and DEFENDANTS have failed to pay any penalty wages owed to him under
9 California Labor Code section 203. As a result of DEFENDANTS failure to pay PLAINTIFF for
10 all hours worked, pay meal premiums at the correct rate, and separately compensate PLAINTIFF
11 for his rest breaks, DEFENDANTS also failed to pay all wages to PLAINTIFF at the time of
12 termination, thereby violating California Labor Code section 203.

13 105. DEFENDANTS paid PLAINTIFF and other AGGRIEVED EMPLOYEES every
14 Friday. However, on occasion and during the PAGA Period, PLAINTIFF and other AGGRIEVED
15 EMPLOYEES did not receive their paycheck until the following Monday as a result of the Human
16 Resources Department's failure to timely run payroll. DEFENDANTS did not timely pay
17 PLAINTIFF and other AGGRIEVED EMPLOYEES on multiple occasions. DEFENDANTS
18 additionally did not provide waiting time penalties when these instances occurred.

19 106. Additionally, the employment of PLAINTIFF and many AGGRIEVED EMPLOYEES
20 terminated, and DEFENDANTS have not tendered payment of wages to these employees who were
21 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as required
22 by law.

23 107. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and other
24 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFF demands up to thirty
25 (30) days of pay as penalty for not paying all wages due at time of termination for all employees who
26 terminated employment during the PAGA PERIOD and demand an accounting and payment of all
27 wages due, plus interest and statutory costs as allowed by law.

28 108. Further, every person who fails to pay the wages of each employee as provided in

1 Sections 204 is liable for \$100.00 for the initial violations, \$200 for each subsequent failure to pay
2 an employee, plus 25% of the amount unlawfully withheld.

3 109. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code
4 sections 203, 204, and 210 for the reimbursement violations committed by DEFENDANTS.

5
6 **SIXTH CAUSE OF ACTION**

7 For Failure to Provide Accurate, Itemized Wage Statements

8 (Cal. Lab. Code § 226)

9 (Against All Defendants)

10 110. PLAINTIFF incorporates by reference and realleges as if fully stated herein each
11 and every allegation set forth above.

12 111. Section 226(a) of the California Labor Code requires employers to provide itemized
13 wage statements accurately reporting total hours worked, wages earned, and all deductions made
14 from wages earned by such employees.

15 112. DEFENDANTS did not accurately record PLAINTIFF's and other AGGRIEVED
16 EMPLOYEES' wages, time worked, and missed meal and rest breaks. DEFENDANTS failed to provide
17 an accurate wage statement in writing that properly and accurately itemizes all wages, and missed meal
18 and rest periods and reporting time wages owed to PLAINTIFF and the other AGGRIEVED
19 EMPLOYEES and thereby also failed to set forth the correct wages earned by the employees

20 113. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
21 section 226(a) on each and every wage statement that they should have provided to PLAINTIFF.

22 114. By failing to keep adequate records, as required by Labor Code section 226,
23 DEFENDANTS injured PLAINTIFF, making it difficult for PLAINTIFF to calculate the
24 expenditures the employer did not reimburse. Those injuries include unpaid wages, interest, and
25 penalties thereon.

26 115. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
27 226(e) for the wage statement violations committed by DEFENDANTS.

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For Failure to Pay Overtime Compensation
(Cal. Lab. Code §§ 510, 1194, 1198 et seq.)
(Against All Defendants)

116. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

117. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to pay PLAINTIFF for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

118. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

119. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

120. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

121. PLAINTIFF was required by DEFENDANTS to work for DEFENDANTS and was not paid for all the time he worked, including overtime.

122. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the AGGRIEVED EMPLOYEES, as a result of implementing a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to PLAINTIFF and the AGGRIEVED EMPLOYEES for overtime worked, including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek

123. In committing these violations of the California Labor Code, DEFENDANTS inaccurately recorded overtime worked and consequently underpaid the overtime worked by

1 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal attempt to
2 avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the
3 Industrial Welfare Commission requirements and other applicable laws and regulations.

4 124. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
5 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive full compensation for overtime
6 worked.

7 125. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
8 overtime requirements of the law. None of these exemptions are applicable to the PLAINTIFF and the
9 other AGGRIEVED EMPLOYEES. Further, PLAINTIFF and the AGGRIEVED EMPLOYEES were
10 not subject to a valid collective bargaining agreement that would preclude the causes of action contained
11 herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself and AGGRIEVED
12 EMPLOYEES based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided
13 by the State of California.

14 126. DEFENDANTS paid PLAINTIFF and the AGGRIEVED EMPLOYEES less overtime
15 and less than prevailing wages than they are entitled to, constituting a failure to pay all earned wages.

16 127. DEFENDANTS failed to accurately pay PLAINTIFF and the other AGGRIEVED
17 EMPLOYEES overtime wages for the time they worked which was in excess of the maximum hours
18 permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and
19 the other AGGRIEVED EMPLOYEES were required to work, and did in fact work, overtime as to
20 which DEFENDANTS failed to accurately record and pay as witnessed by employees.

21 128. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation
22 to PLAINTIFF and the other AGGRIEVED EMPLOYEES for all overtime worked by these employees,
23 PLAINTIFF and the AGGRIEVED EMPLOYEES have suffered and will continue to suffer an
24 economic injury in amounts which are presently unknown to them, and which will be ascertained
25 according to proof at trial.

26 129. DEFENDANTS knew or should have known that PLAINTIFF and the other
27 AGGRIEVED EMPLOYEES were under-compensated for all overtime worked. DEFENDANTS
28 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay

1 employees for their labor as a matter of uniform company policy, practice and procedure, and
2 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
3 AGGRIEVED EMPLOYEES for overtime worked.

4 130. In performing the acts and practices herein alleged in violation of California labor laws,
5 and refusing to compensate the members of AGGRIEVED EMPLOYEES for all overtime worked and
6 provide them with the requisite overtime compensation, DEFENDANTS acted and continue to act
7 intentionally, oppressively, and maliciously toward PLAINTIFF and the other AGGRIEVED
8 EMPLOYEES with a conscious and utter disregard for their legal rights, or the consequences to them,
9 and with the despicable intent of depriving them of their property and legal rights, and otherwise causing
10 them injury in order to increase company profits at the expense of these employees.

11 131. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore request recovery of
12 all unpaid wages, including overtime wages, according to proof, interest, statutory costs, as well as the
13 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California
14 Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is
15 determined to be owed to AGGRIEVED EMPLOYEES who have terminated their employment,
16 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these employees
17 would also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
18 herein on behalf of these AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged herein was
19 willful, intentional, and not in good faith. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES
20 are entitled to seek and recover statutory costs.

21 **EIGHTH CAUSE OF ACTION**

22 For Failure to Provide Required Meal Periods
23 (Cal. Lab. Code §§ 226.7& 512)
(Against All Defendants)

24 132. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
25 every allegation set forth above.

26 133. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
27 PLAINTIFF and the other AGGRIEVED EMPLOYEES as required by the applicable Wage Order and
28 Labor Code. The nature of the work performed by PLAINTIFF and AGGRIEVED EMPLOYEES did

1 not prevent these employees from being relieved of all of their duties for the legally required off-duty
2 meal periods. As a result of their rigorous work schedules and remote job sites, PLAINTIFF and other
3 AGGRIEVED EMPLOYEES were often not fully relieved of duty by DEFENDANTS for their meal
4 periods. Further, DEFENDANTS failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with
5 a second off-duty meal period in some workdays in which these employees were required by
6 DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFF and other AGGRIEVED
7 EMPLOYEES forfeited meal breaks without additional compensation and in accordance with
8 DEFENDANT's strict corporate practices.

9 134. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
10 IWC Wage Order by failing to compensate PLAINTIFF and AGGRIEVED EMPLOYEES who were
11 not provided a meal period, in accordance with the applicable Wage Order, one additional hour of
12 compensation at each employee's regular rate of pay for each workday that a meal period was not
13 provided.

14 135. As a proximate result of the aforementioned violations, PLAINTIFF and AGGRIEVED
15 EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned
16 and due, interest, penalties, expenses and costs of suit.

17
18 **NINTH CAUSE OF ACTION**

19 For Failure to Provide Rest Periods

20 (Cal. Lab. Code §§ 226.7 & 512)

21 (Against All Defendants)

22 136. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
23 every allegation set forth above.

24 137. From time to time, PLAINTIFF and other AGGRIEVED EMPLOYEES were required
25 to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these
26 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
27 least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts
28 worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other AGGRIEVED

1 EMPLOYEES were also not provided with one-hour wages in lieu thereof. As a result of their rigorous
2 work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES were periodically denied their
3 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

4 138. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
5 IWC Wage Order by failing to compensate PLAINTIFF and AGGRIEVED EMPLOYEES who were
6 not provided a rest period, in accordance with the applicable Wage Order, one additional hour of
7 compensation at each employee's regular rate of pay for each workday that rest period was not provided

8 139. As a proximate result of the aforementioned violations, PLAINTIFF and AGGRIEVED
9 EMPLOYEES have been damaged in an amount according to proof at trial, and seek all wages earned
10 and due, interest, penalties, expenses and costs of suit.

11 **TENTH CAUSE OF ACTION**

12 For Retaliation

13 (Cal. Lab. Code § 98.6)

14 (Against All Defendants)

15 140. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
16 every allegation set forth above.

17 141. Labor Code section 98.6 prohibits an employer from discriminating or retaliating against
18 an employee for complaining orally or in writing about unpaid wages or for exercising any of the rights
19 provided under the Labor Code or Orders of the Industrial Welfare Commission.

20 142. Throughout PLAINTIFF'S employment, PLAINTIFF engaged in various protected
21 activities by repeatedly complaining in writing and orally about unpaid wages and other rights afforded
22 to him under California Labor Code including meal and rest periods to DEFENDANTS and
23 DEFENDANTS' supervisors throughout his employment with DEFENDANTS. Throughout
24 PLAINTIFF'S employment, PLAINTIFF additionally advocated on behalf of others for unpaid wages
25 and other rights afforded under California Labor Code.

26 143. Plaintiff suffered an adverse employment action when he was terminated in December
27 2022 under the guise of restructuring within the organization.

28 144. Plaintiff's complaints about unpaid wages and rights afforded under the Labor Code and

1 Orders of Industrial Welfare Commission were a substantial motivating reason for DEFENDANTS'
2 decision to terminate PLAINTIFF.

3 145. DEFENDANTS terminated PLAINTIFF'S employment as a result of his proactive and
4 consistent engagement in protected activities.

5 146. PLAINTIFF'S employment was terminated by DEFENDANTS as a result of his
6 continued complaints and demands for his wages and vocalization of violations of California Labor
7 Code. Thus, PLAINTIFF'S termination was retaliatory and in violation of Cal. Lab. Code § 98.6 because
8 it is connected to, and a consequence of, his actions in raising his rights.

9 147. As a proximate result of DEFENDANTS' conduct, PLAINTIFF has suffered actual,
10 consequential and incidental financial losses, including without limitation, loss of salary and benefits,
11 the intangible loss of employment-related opportunities in his field and damage to his reputation in a
12 small work community, all in an amount subject to proof. Plaintiff claims such amounts as damages
13 together with civil penalties pursuant to Cal. Lab. Code § 98.6(b)(3).

14 148. The acts taken toward PLAINTIFF were carried out by and/or ratified by
15 DEFENDANTS and/or managing agent employees of DEFENDANTS acting in a despicable,
16 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and
17 damage PLAINTIFF, thereby justifying an award to her of punitive damages in a sum appropriate to
18 punish DEFENDANTS.

19 **TENTH CAUSE OF ACTION**

20 For Wrongful Termination in Violation of Public Policy

21 (Cal. Lab. Code § 98.6)

22 (Against All Defendants)

23 149. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
24 every allegation set forth above.

25 150. Labor Code §98.6 prohibits an employer from discriminating or retaliating against an
26 employee for complaining orally or in writing about unpaid wages or for exercising any of the rights
27 provided under the Labor Code or Orders of the Industrial Welfare Commission.

28 151. As set forth above, DEFENDANTS terminated PLAINTIFF in violation of fundamental

1 and substantive public policies.

2 152. As a direct and proximate result of the wrongful acts of DEFENDANTS, PLAINTIFF
3 has been harmed in that PLAINTIFF has suffered actual, consequential and incidental financial losses
4 including loss of salary, benefits and intangible loss of employment-related opportunities in his field and
5 damage to his reputation in a small work community, all in an amount subject to proof.

6 153. The acts taken toward PLAINTIFF were carried out by and/or ratified by
7 DEFENDANTS and/or managing agent employees of DEFENDANTS acting in a despicable,
8 oppressive, fraudulent, malicious, deliberate, egregious, and inexcusable manner in order to injure and
9 damage PLAINTIFF, thereby justifying an award to her of punitive damages in a sum appropriate to
10 punish DEFENDANTS.

11 **TWELFTH CAUSE OF ACTION**

12 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act

13 (Cal. Lab. Code §§ 2698 et seq.)

14 (Against All Defendants)

15 154. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
16 every allegation set forth above.

17 155. As a result of the acts alleged herein, PLAINTIFF, as AGGRIEVED EMPLOYEES
18 within the meaning of Labor Code section 2699, subdivision (c), on behalf of themselves and all
19 other AGGRIEVED EMPLOYEES of DEFENDANTS, seek the recovery of civil penalties against
20 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
21 and intentional violations of the California Labor Code:

22 a. For failing to indemnify PLAINTIFF, other employees, and the other AGGRIEVED
23 EMPLOYEES for expenditures incurred by such employees in direct consequence of their discharge
24 of duties (i.e., travel expenses) in violation of Labor Code section 2802;

25 b. For failing to pay wages promptly or when due and payable, in violation of Labor
26 Code sections 201, 202, 203, and 204;

27 c. For failing to maintain for and provide to PLAINTIFF, other employees the accurate,
28 itemized wage statements required by Labor Code Section 226.

1 d. For failing to compensate PLAINTIFF and other employees who were not provided
2 a meal and/or rest period in violation of Labor Code Section 226.7; and

3 e. For failing to provide employees who worked more than eight (8) hours per workday
4 and more than forty (40) hours per workweek additional compensation beyond their regular wages in
5 violation of Labor Code Section 510.

6 f. For failing to pay wages in accordance with prevailing wages on public works projects.

7 156. The above-referenced civil penalties shall include the recovery of amounts specified
8 in the applicable sections of the Labor Code, and if not specifically provided, those under section
9 2699(f), and shall include those amounts sufficient to recover underpaid wages, including all
10 necessary expenditures or losses incurred by PLAINTIFF and other employees, pursuant to Labor
11 Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 1174, 1198.5, 2802, and 2699, subdivisions
12 (a) and (f).

13 157. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
14 consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S
15 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
16 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
17 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

18 **DAMAGES**

19 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
20 severally, as follows:

21 1. On behalf of the PLAINTIFF:

22 A. For an Order requiring DEFENDANTS to pay restitution to PLAINTIFF and
23 AGGRIEVED EMPLOYEES for unlawful activities under Cal. Bus. & Prof. Section
24 17203;

25 B. An order requiring DEFENDANTS to disgorge profits related to the unlawful
26 nonpayment of prevailing wages and overtime wages;

27 C. An order temporarily, preliminarily and permanently enjoining and restraining
28 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;

- 1 D. An order requiring DEFENDANTS to pay all prevailing and overtime wages and all sums
2 unlawfully withheld from compensation due to PLAINTIFF and the other AGGRIEVED
3 EMPLOYEES; and
- 4 E. Compensatory damages, according to proof at trial, including compensatory damages for
5 overtime compensation, due to PLAINTIFF and the other AGGRIEVED EMPLOYEES,
6 during the applicable PAGA PERIOD plus interest thereon at the statutory rate;
- 7 F. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
8 applicable IWC Wage Order;
- 9 G. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
10 violation occurs and one hundred dollars (\$100) per each member of the AGGRIEVED
11 EMPLOYEES for each violation in a subsequent pay period, not exceeding an aggregate
12 penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab.
13 Code section 226.
- 14 H. The wages of all terminated employees from the AGGRIEVED EMPLOYEES as a penalty
15 from the due date thereof at the same rate until paid or until an action therefore is
16 commenced, in accordance with Cal. Lab. Code section 203.
- 17 I. Civil penalties as specified by Labor Code section 98.6.
- 18 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:
- 19 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General
20 Act of 2004;
- 21 B. For an award of reasonable attorney's fees and costs, including expert witnesses under
22 Labor Code section 2699(g)(1).
- 23 3. On all claims:
- 24 A. An award of interest, including prejudgment interest at the legal rate;
- 25 B. Such other and further relief as the Court deems just and equitable; and
- 26 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.
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1 Dated: June 30, 2023

EMRAN LAW FIRM

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Harris Emran
Attorney for Plaintiffs

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: June 30, 2023

EMRAN LAW



Harris Emran
Attorney for Plaintiffs