

Ruben Guerra, Esq. (SBN 291446)
Tizoc Perez-Casillas, Esq. (SBN 309981)
GUERRA & CASILLAS LLP
617 South Olive Street, Suite 915
Los Angeles, California 90014
Telephone: (213) 437-9495
Facsimile: (213) 342-5503
ruben@guerracasillas.com
tizoc@guerracasillas.com

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Attorneys for Plaintiffs OSCAR J. LOPEZ-RECARTE, MARK A. SANCHEZ, and JONATHAN RIOS, individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSCAR J. LOPEZ-RECARTE, MARK A.
SANCHEZ, and JONATHAN RIOS,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

AMPCO CONTRACTING INC., a California
corporation; KML SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CLASS ACTION: 26ST CV 20031

Case No.

- 1. FOR FAILURE TO PAY ALL WAGES DUE (CAL. LABOR CODE §200);**
- 2. FOR FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1771, 1774, AND 1194);**
- 3. FOR FAILURE TO PAY PREVAILING WAGE RATE (CAL. LABOR CODE §§1771, 1774, AND 1194);**
- 4. FOR FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 5. FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
- 6. FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (CAL. LABOR CODE §§226.7, 512, 516);**
- 7. FOR VIOLATIONS OF LABOR CODE §204;**
- 8. FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**

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9. **FOR WAITING TIME PENALTIES (LABOR CODE §203);**
10. **FAILURE TO REIMBURSE FOR WORK-RELATED EXPENSES (LABOR CODE §2802);**
11. **UNLAWFUL WITHHOLDING OF WAGES (LABOR CODE §223);**
12. **FAILURE TO PROVIDE PAID SICK LEAVE (LABOR CODE §§ 246 & 246.5);**
13. **FOR VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§2698, ET SEQ.); AND**
14. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.);**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

Plaintiffs OSCAR J. LOPEZ-RECARTE, MARK A. SANCHEZ, and JONATHAN RIOS, on behalf of themselves, the State of California, and on behalf of all others similarly situated Class Members (hereinafter collectively referred to as “Plaintiffs”), hereby file this Complaint against Defendants AMPCO Contracting Inc., KML Services, Inc., and DOES 1 to 100 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common law principles.

2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

3. Plaintiffs also seek civil penalties under the Private Attorneys General Act, Labor Code §§ 2698, et seq. ("PAGA"), as set forth herein.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter although this should not be automatically considered the statute of limitations for any cause of action herein.

RELEVANT JOB TITLES

5. For introductory and general information only (and not to be considered a proposed class definition), the relevant job titles held by the individuals in this action are Defendants' asbestos and lead abatement laborers, including but not limited to "Laborer," "Asbestos Worker," "Asbestos Laborer," and "Lead Abatement Laborer." Hereinafter, Laborer includes any of Defendants' job positions with substantially similar titles and/or duties involving asbestos, lead, and hazardous material abatement and debris removal.

6. During the appropriate time period, Defendants' Laborers are and were paid by Defendants on an hourly basis.

7. The general obligations and responsibilities of Defendants' Laborers are governed by standardized company policies, practices, and procedures. Their core duties, including asbestos and lead removal, the bagging and removal of contaminated debris, and compliance with safety and respiratory-protection regulations, are virtually identical across job sites, projects, and individual employees. Any minor differences in job activities between the different individuals in these positions were and are legally insignificant to the wage and hour issues presented in this action.

SUMMARY OF CLAIMS

8. With regard to Defendants' Laborers, Defendants have engaged in, and continue to engage in, a uniform pattern and practice of violating California labor laws, including but not limited to the following:

- 1 a) Failed to pay for all hours worked, including time spent putting on and taking off required
2 protective equipment, attending pre-shift meetings, and other required duties, resulting in the
3 payment of wages below the state-mandated minimum wage for all hours worked;
- 4 b) Failed to pay the applicable prevailing wage rate for work performed on public works within
5 the meaning of Labor Code § 1720, including by reducing employees' hourly rate of pay below
6 the prevailing rate, in violation of Labor Code §§ 1771 and 1774;
- 7 c) Failed to pay all state-mandated overtime wages by basing the “regular rate of pay” on an
8 artificially low number of hours and by failing to include all hours worked in the overtime
9 calculation;
- 10 d) Unlawfully reduced employees’ regular rate of pay without proper notice, in violation of
11 Labor Code § 223;
- 12 e) Failed to provide and pay accrued paid sick leave, in violation of Labor Code §§ 246 and
13 246.5;
- 14 f) Failed to fully reimburse employees for all necessary business-related expenses, including the
15 use of personal cell phones, in violation of Labor Code § 2802;
- 16 g) Failed to authorize, permit, or provide legally mandated meal periods, or failed to pay
17 premiums in lieu thereof;
- 18 h) Failed to authorize, permit, or provide legally mandated rest periods, or failed to pay premiums
19 in lieu thereof;
- 20 i) Failed to pay all wages when due, in violation of Labor Code § 204;
- 21 j) Failed to timely furnish accurate, itemized wage statements that correctly reflect all hours
22 worked, the correct rate of pay, and all wages earned;
- 23 k) Failed to reimburse employees for all necessary work-related expenses incurred in the
24 discharge of their duties;
- 25 l) Willfully failed to pay all final wages due immediately upon termination, incurring waiting
26 time penalties pursuant to Labor Code § 203;
- 27 m) Incurred civil penalties for violating California wage and hour laws pursuant to Labor Code §
28 558;

- 1 n) Incurred penalties for violations of the Labor Code committed against Defendants' employees,
2 pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and
3 o) Engaged in unlawful, unfair, and fraudulent business practices in violation of California
4 Business & Professions Code § 17200, et seq.
5

6 **THE PARTIES**

7 **PLAINTIFFS**

8 9. Plaintiffs are each over the age of eighteen (18) and are now and at all times mentioned in
9 this Complaint were citizens of the State of California.

10 10. OSCAR J. LOPEZ-RECARTE began working for Defendants on or around June 2023,
11 through on or about August 14, 2025. MARK A. SANCHEZ began working for Defendants on or around
12 March 2025, through on or about August 22, 2025. JONATHAN RIOS began working for Defendants
13 on or around January 2025, through on or about December 7, 2025.

14 11. Plaintiffs are former employees of Defendants whose employment periods are listed
15 below. They bring this action on behalf of themselves and all others similarly situated, and their specific
16 circumstances make them adequate representatives of the proposed Classes:

17 a) OSCAR J. LOPEZ-RECARTE (employed from on or about June 2023, to on or about
18 August 14, 2025) is a representative of the classes applicable to former employees, including but not
19 limited to the Prevailing Wage Class, Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class,
20 Meal Period Class, Rest Period Class, LC 204 Class, LC 2802 Class, Wage Statement Class, Unlawful
21 Deduction Class, Sick Leave Violation Class, LC 203 Class, and the 17200 Class.

22 b) MARK A. SANCHEZ (employed from on or about March 2025, to on or about August
23 22, 2025) is a representative of the classes applicable to former employees, including but not limited to
24 the Prevailing Wage Class, Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Meal
25 Period Class, Rest Period Class, LC 204 Class, LC 2802 Class, Wage Statement Class, Unlawful
26 Deduction Class, Sick Leave Violation Class, LC 203 Class, and the 17200 Class.

27 c) JONATHAN RIOS (employed from on or about January 2025, to on or about December
28 7, 2025) is a representative of the classes applicable to former employees, including but not limited to the

1 Prevailing Wage Class, Unpaid Wage Class, Minimum Wage Class, Overtime Wage Class, Meal Period
2 Class, Rest Period Class, LC 204 Class, LC 2802 Class, Wage Statement Class, Unlawful Deduction
3 Class, Sick Leave Violation Class, LC 203 Class, and the 17200 Class.

4 12. Plaintiffs worked during the relevant time period as Laborers and/or other similar title(s)
5 within the past four years as a full-time, non-exempt employee, within the County of Los Angeles in the
6 State of California.

7 13. Plaintiffs seek recovery herein from Defendants because with regard to Plaintiffs, while
8 acting for Defendants in their capacity as Laborers, Defendants have:

- 9 a) Failed to pay wages for all hours worked, including time spent putting on and taking off
10 required protective equipment and attending pre-shift meetings;
 - 11 b) Failed to pay state-mandated minimum wages for all hours worked;
 - 12 c) Failed to pay the applicable prevailing wage rate for work performed on public works within
13 the meaning of Labor Code § 1720, in violation of Labor Code §§ 1771 and 1774;
 - 14 d) Failed to pay state-mandated overtime wages for all hours worked;
 - 15 e) Unlawfully reduced Plaintiffs' regular rate of pay, in violation of Labor Code § 223;
 - 16 f) Failed to provide accrued paid sick leave, in violation of Labor Code §§ 246 and 246.5;
 - 17 g) Failed to fully reimburse for necessary business expenses, including personal cell phone
18 usage, in violation of Labor Code § 2802;
 - 19 h) Failed to authorize and permit legally requisite meal periods, or paid wages in lieu thereof;
 - 20 i) Failed to authorize and permit legally requisite rest periods, or paid wages in lieu thereof;
 - 21 j) Violated Labor Code § 204 by failing to pay all wages when due;
 - 22 k) Failed to timely furnish accurate itemized wage statements;
 - 23 l) Failed to reimburse for other work-related expenses;
 - 24 m) Violated Labor Code § 203 by willfully failing to pay all final wages due upon termination;
 - 25 n) Incurred penalties pursuant to Labor Code § 558;
 - 26 o) Incurred penalties pursuant to the Private Attorneys General Act (Labor Code §§ 2698, et
27 seq.); and
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1 p) Conducted unfair business practices in violation of Business & Professions Code § 17200, et
2 seq.

3
4 **DEFENDANTS**

5 **AMPCO CONTRACTING INC.**

6 14. Defendant AMPCO Contracting Inc. is a California corporation that at all relevant times
7 was authorized to do and was doing business within the State of California. AMPCO Contracting Inc. is
8 in the business of debris removal and hazardous material remediation. During the relevant period,
9 AMPCO Contracting Inc. employed Plaintiffs and other members of the putative class as Laborers. Their
10 duties included, but were not limited to, the removal and abatement of asbestos, lead, and hazardous
11 materials, and the removal of debris, as defined by state and federal law. AMPCO Contracting Inc.
12 controlled Plaintiffs' work assignments, wages, and working conditions, and maintains its principal place
13 of business at 17991 Cowan Street, Irvine, CA 92614.

14
15 **KML SERVICES, INC.**

16 15. Defendant KML Services, Inc. is a California corporation that at all relevant times was
17 authorized to do and was doing business within the State of California. KML Services, Inc. is in the
18 business of asbestos and lead abatement and hazardous material remediation. During the relevant period,
19 KML Services, Inc. employed Plaintiffs and other members of the putative class as Laborers. Their duties
20 included, but were not limited to, the removal and abatement of asbestos, lead, and hazardous materials,
21 and the removal of debris, as defined by state and federal law. KML Services, Inc. controlled Plaintiffs'
22 work assignments, wages, and working conditions, and maintains its principal place of business at 17991
23 Cowan Street, Irvine, CA 92614. AMPCO Contracting Inc. and KML Services, Inc. are hereinafter
24 collectively referred to as "Employers."

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1 **DOES 1-100, INCLUSIVE**

2 16. Plaintiffs do not know the true names or capacities, whether individual, partner or
3 corporate, of DOES 1 to 100, inclusive and for that reason, DOES 1 to 100 are sued under such fictitious
4 names pursuant to California Code of Civil Procedure ("CCP") §474.

5 17. DOES 1 to 50, inclusive are now, and/or at all times mentioned in this Complaint were
6 licensed to do business and/or actually doing business in California.

7 18. DOES 51 to 100, inclusive are now, and/or at all times mentioned in this Complaint were
8 individuals who performed work in in the State of California, who caused Labor Code violations to occur
9 at Defendants' employ.

10 19. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful
11 acts alleged herein. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
12 capacities as soon as they are ascertained.

13
14 **ALL DEFENDANTS**

15 20. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
16 were in some manner legally responsible for the events, happenings and circumstances alleged in this
17 Complaint.

18 21. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices,
19 wrongs, complaints, injuries and/or damages alleged in this Complaint.

20 22. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
21 were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing
22 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint
23 were acting within the course and scope of that agency, servitude and/or employment.

24 23. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
25 were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting
26 within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

1 24. Defendants, and each of them, at all times mentioned in this Complaint concurred and
2 contributed to the various acts and omissions of each and every one of the other Defendants in
3 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

4 25. Defendants, and each of them, at all times mentioned in this Complaint approved of,
5 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
6 Complaint.

7 26. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted
8 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
9 damages alleged in this Complaint.

10 27. Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each
11 of them, including those defendants named as DOES 1-100, acted in concert with one another to commit
12 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
13 wrongful acts alleged herein, and/or attempted to do so. Plaintiffs are further informed and believe, and
14 based thereupon allege, that Defendants, and each of them, including those defendants named as DOES
15 1-100, and each of them, formed and executed a conspiracy or common plan pursuant to which they
16 would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and
17 pursuant to said conspiracy, intended to cause and actually causing Plaintiffs' harm.

18 28. Whenever and wherever reference is made in this complaint to any act or failure to act by
19 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
20 and/or failures to act by each Defendant acting individually, jointly and severally.

21
22 **ALTER EGO, AGENCY, INTEGRATED ENTERPRISE, SUCCESSOR AND JOINT**
23 **EMPLOYER**

24 29. Under California law, the definition of the terms "to employ" are broadly construed under
25 the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control
26 over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby
27 creating a common law employment relationship. (See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010).)
28 One reason that the IWC defined "employer" in terms of exercising control was to reach situations in

1 which multiple entities control different aspects of the employment relationship. Supervision of the work,
2 in the specific sense of exercising control over how services are properly performed, is properly viewed
3 as one of the “working conditions” mentioned in the wage order. (*Id.* at 76.) A joint employer relationship
4 exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker,
5 and the other entity supervises the work. (*Id.*) Moreover, the California Court of Appeal recently
6 broadened the test for joint employment in California, applying a less stringent standard to what
7 constitutes sufficient control by a business over its vendor’s employees’ wages and working conditions
8 to render that business liable as a joint employer. (See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App.
9 5th 868 (2021); “[i]f the putative joint employer instead exercises enough control over the intermediary
10 entity to indirectly dictate the wages, hours, or working conditions of the employee, that is a sufficient
11 showing of joint employment,” *Id.* at 875 [emphasis added].)

12 30. During Plaintiffs’ employment by Defendants, Plaintiffs and the Class Members were
13 jointly employed by Defendants for purposes of the Wage Orders, under the alternative definitions of “to
14 employ” adopted by the California Supreme Court in *Martinez*, *supra*. As discussed below, these
15 Defendants (1) exercised control over wages, hours and working conditions of Plaintiffs and Class
16 Members; (2) suffered or permitted Plaintiffs and Class Members to work for them; and, (3) engaged
17 Plaintiffs and Class Members to work for them.

18 31. Plaintiffs are informed and believe, and based thereon allege, that there exists such a unity
19 of interest and ownership between Defendants and DOES 1-100 that the individuality and separateness
20 of defendants have ceased to exist.

21 32. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of
22 purported corporate existence, Defendants and DOES 1-100 are, in reality, one and the same as
23 Defendants, including, but not limited to because:

24 a. Defendants are completely dominated and controlled by one another and DOES 1-
25 100, who personally committed the frauds and violated the laws as set forth in this complaint, and who
26 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
27 accomplish some other wrongful or inequitable purpose.

1 b. Defendants and DOES 1-100 derive actual and significant monetary benefits by
2 and through one another's unlawful conduct, and by using one another as the funding source for their
3 own personal expenditures.

4 c. Defendants and DOES 1-100, while really one and the same, were segregated to
5 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
6 accomplishing some other wrongful or inequitable purpose.

7 d. Defendants do not comply with all requisite corporate formalities to maintain a
8 legal and separate corporate existence.

9 e. Defendants maintain the same principal office, located at 17991 Cowan Street,
10 Irvine, California 92614, and the same California registered Agent for Service of Process.

11 f. The business affairs of Defendants and DOES 1-100 are, and at all times relevant
12 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
13 inextricable confusion. Defendants are, and at all times relevant hereto were, used by one another and
14 DOES 1-100 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
15 were, the alter ego of one another and DOES 1-100. The recognition of the separate existence of
16 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
17 liability to Plaintiffs for violations of the Labor Code and other statutory violations. The corporate
18 existence of Defendants and DOES 1-100 should be disregarded in equity and for the ends of justice
19 because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

20 33. Accordingly, Defendants constitute the alter ego of one another and DOES 1-100, and the
21 fiction of their separate corporate existence must be disregarded.

22 34. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
23 thereon allege that Defendants and DOES 1-100 are Plaintiffs' joint employers by virtue of a joint
24 enterprise, and that Plaintiffs were employees of Defendants and DOES 1-100. Plaintiffs performed
25 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
26 Defendants shared control of Plaintiffs as employees, either directly or indirectly, and the manner in
27 which Defendants' business was and is conducted.

35. Alternatively, Plaintiffs are informed and believe and, based thereupon allege, that as and between DOES 1-100, Defendants, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Defendants and/or DOES 1-100 agreed to be liable for the debts of the other Defendants, (2) the transaction between Defendants and/or DOES 1-100 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-100 are a mere continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-100 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or DOES 1-100 are the successors of one or more of the other Defendants, and are liable on that basis.

JURISDICTION AND VENUE

36. This Court is the proper court pursuant to CCP §395(a) and CCP §395.5, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiffs in Los Angeles County. (*See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed Labor Code violations against some of its employees).)

37. The California Superior Court has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

38. The California Superior Court also has jurisdiction in this matter because during their employment with Defendants, Plaintiffs, the members of the putative Classes herein, performed work in California and availed themselves of California law, were California citizens, and Defendants were and are California corporations.

39. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law.

1 **CLASS ACTION ALLEGATIONS**

2 40. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
3 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
4 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
5 class action pursuant to CCP §382.

6 41. The putative Classes that Plaintiffs (hereinafter "Class Members") will seek to certify are
7 currently composed of Laborers (as defined *supra*) and other non-exempt employees who have worked
8 for Defendants in California in the four years prior to the filing of the original complaint herein and
9 through trial. The Classes are defined as follows:

10 a. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
11 exempt employees during the appropriate time period who were subjected to Defendants' policies and
12 practices regarding the payment of all hours worked, including but not limited to pre- and post-shift duties
13 (hereinafter, the "Unpaid Wage Class");

14 b. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
15 exempt employees during the appropriate time period who were subjected to Defendants' policies and
16 practices regarding the payment of minimum wages as specifically described herein (hereinafter, the
17 "Minimum Wage Class");

18 c. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
19 exempt employees during the appropriate time period who performed work on public works, within the
20 meaning of Labor Code § 1720, and were paid less than the applicable prevailing rate of per diem wages
21 as specifically described herein (hereinafter, the "Prevailing Wage Class");

22 d. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
23 exempt employees during the appropriate time period who were subjected to Defendants' policies and
24 practices regarding the payment of overtime wages as specifically described herein (hereinafter, the
25 "Overtime Wage Class")

26 e. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
27 exempt employees during the appropriate time period who were subjected to Defendants' unlawful
28 reduction of their regular rate of pay (hereinafter, the "Unlawful Deduction Class");

1 f. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
2 exempt employees during the appropriate time period who were subjected to Defendants' policies and
3 practices regarding meal periods as specifically described herein (hereinafter, the "Meal Period Class");

4 g. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
5 exempt employees during the appropriate time period who were subjected to Defendants' policies and
6 practices regarding rest periods as specifically described herein (hereinafter, the "Rest Period Class");

7 h. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
8 exempt employees during the appropriate time period who were subjected to Defendants' policies and
9 practices regarding the timely payment of wages as specifically described herein (hereinafter, the "LC
10 204 Class");

11 i. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
12 exempt employees during the appropriate time period who were subjected to Defendants' policies and
13 practices regarding the reimbursement of necessary business expenses, including personal cell phone
14 usage, as specifically described herein (hereinafter, the "LC 2802 Class");

15 j. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
16 exempt employees during the appropriate time period who were subjected to Defendants' policies and
17 practices regarding itemized wage statements as specifically described herein (hereinafter, the "Wage
18 Statement Class");

19 k. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
20 exempt employees during the appropriate time period who were subjected to Defendants' policies and
21 practices regarding the unlawful denial of the use of accrued paid sick leave (hereinafter, the "Sick Leave
22 Violation Class");

23 l. All formerly-employed persons employed by Defendants as Laborers (as defined
24 *supra*) and other non-exempt employees during the appropriate time period who were subjected to
25 Defendants' policies and practices regarding Labor Code §203 and the payment of all final wages
26 (hereinafter, the "LC 203 Class");

27 m. All persons employed by Defendants as Laborers (as defined *supra*) and other non-
28 exempt employees during the appropriate time period regarding whom Defendants have engaged in

1 unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC § 17200, et seq., as
2 specifically described herein (hereinafter, the “17200 Class”);

3 n. All persons employed by Defendants as Laborers (as defined supra) and other non-
4 exempt employees during the appropriate time period who were terminated without having taken all
5 vested vacation time and were not paid for such vested vacation time (hereinafter, the "Vacation Class").

6 42. The Prevailing Wage Class, Unpaid Wage Class, Minimum Wage Class, Overtime Wage
7 Class, Unlawful Deduction Class, Meal Period Class, Rest Period Class, LC 204 Class, LC 2802 Class,
8 Wage Statement Class, Sick Leave Violation Class, LC 203 Class, Vacation Class, and 17200 Class are
9 herein collectively referred to as the “Classes.”

10 43. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
11 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
12 such time when Plaintiffs seek to certify the Classes alleged herein.

13 44. Numerosity (CCP §382):

14 a. The potential quantity of members of the Classes as defined is so numerous that
15 joinder of all members is unfeasible and impractical;

16 b. The disposition of the claims of the members of the Classes through this class
17 action will benefit both the parties and this Court;

18 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
19 however, it is estimated that the membership of the Classes numbers greater than 75 individuals; and

20 d. The quantity and identity of such membership is readily ascertainable via
21 inspection of Defendants’ payroll, timekeeping, and personnel records.

22 45. Superiority (CCP §382): The nature of this action and the nature of the laws available to
23 Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to
24 afford relief to Plaintiffs for the wrongs alleged herein, as follows:

25 a. California has a public policy which encourages the use of the class action device;

26 b. By establishing a technique whereby the claims of many individuals can be
27 resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and
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1 provides small claimants with a method of obtaining redress for claims which would otherwise be too
2 small to warrant individual litigation;

3 c. This case involves large corporate Defendants and a large number of individual
4 Class members with many relatively small claims and common issues of law and fact arising from
5 uniform corporate policies and practices;

6 d. If each individual member of the Classes were required to file an individual
7 lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because
8 Defendants would be able to exploit and overwhelm the limited resources of each individual member of
9 the Classes with Defendants' vastly superior financial and legal resources;

10 e. Requiring each individual member of the Classes to pursue an individual remedy
11 would also discourage the assertion of lawful claims by the members of the Classes who would be
12 disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of
13 retaliation and permanent damage to their lives, careers and well-being;

14 f. Proof of a common business practice or factual pattern, of which the members of
15 the Classes experienced, is representative of the Classes herein and will establish the right of each of the
16 members of the Classes to recover on the causes of action alleged herein;

17 g. Absent class treatment, the prosecution of separate actions by the individual
18 members of the Classes, even if possible, would likely create:

- 19 i) a substantial risk of each individual plaintiff presenting in separate,
20 duplicative proceedings the same or essentially similar arguments and
21 evidence, including expert testimony;
- 22 ii) a multiplicity of trials conducted at enormous expense to both the judicial
23 system and the litigants;
- 24 iii) inconsistent or varying verdicts or adjudications with respect to the
25 individual members of the Classes against Defendants;
- 26 iv) potentially incompatible standards of conduct for Defendants; and
- 27 v) potentially incompatible legal determinations with respect to individual
28 members of the Classes which would, as a practical matter, be dispositive

1 of the interest of the other members of the Classes who are not parties to
2 the adjudications or which would substantially impair or impede the ability
3 of the members of the Classes to protect their interests.

4 h. The claims of the individual members of the Classes are not sufficiently large to
5 warrant vigorous individual prosecution considering all of the concomitant costs and expenses attendant
6 thereto;

7 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
8 fashion methods to manage any individual questions; and

9 j. The Supreme Court of California urges trial courts, which have an obligation to
10 consider the use of innovative procedural tools to certify a manageable class, to be procedurally
11 innovative in managing class actions.

12 46. Well-defined Community of Interest: Plaintiffs also meet the established standards for
13 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as follows:

14 a. Typicality: The claims of the named Plaintiffs are typical of the claims of all
15 members of the Classes they seek to represent because they have been subject to all the violations
16 described herein, as have all members of the Classes sustained injuries and damages arising out of
17 Defendants' common course of conduct in violation of law and the injuries and damages of all members
18 of the Classes were caused by Defendants' wrongful conduct in violation of law, as alleged herein.

19 b. Adequacy: the named Plaintiffs:

- 20 i) Are adequate representatives of the Classes they seek to represent;
21 ii) will fairly protect the interests of the members of the Classes;
22 iii) have no interests antagonistic to the members of the Classes; and
23 iv) will vigorously pursue this suit via attorneys who are competent, skilled
24 and experienced in litigating matters of this type.

25 c. Predominant Common Questions of Law or Fact: There are common questions of
26 law and/or fact as to the members of the Classes which predominate over questions affecting only
27 individual members of the Classes, including, without limitation:
28

- 1 i) Whether Defendants paid the legal and appropriate straight time pay,
2 minimum wage pay, and/or overtime pay for all work hours, including time
3 spent putting on and taking off required protective equipment and attending
4 pre-shift meetings, to the members of the Unpaid Wage Class;
- 5 ii) Whether Defendants paid the required minimum wages to the members of
6 the Minimum Wage Class;
- 7 iii) Whether Defendants paid the applicable prevailing rate of per diem wages
8 to the members of the Prevailing Wage Class;
- 9 iv) Whether Defendants paid the appropriate overtime wages to the members
10 of the Overtime Wage Class;
- 11 v) Whether Defendants unlawfully reduced the regular rate of pay for
12 members of the Unlawful Deduction Class, in violation of Labor Code §
13 223;
- 14 vi) Whether Defendants failed and continue to fail to authorize and permit
15 legally-requisite meal periods to the members of the Meal Period Class in
16 violation of the Labor Code and Section 10 of the IWC Wage Order No.
17 16;
- 18 vii) Whether Defendants failed and continue to fail to authorize and permit
19 legally-requisite rest periods to the members of the Rest Period Class in
20 violation of the Labor Code and Section 11 of the IWC Wage Order No.
21 16;
- 22 viii) Whether Defendants are liable pursuant to Labor Code §204 to the
23 members of the LC 204 Class;
- 24 ix) Whether Defendants failed to fully reimburse necessary business expenses,
25 including for personal cell phone usage, for members of the LC 2802 Class;
- 26 x) Whether Defendants unlawfully denied members of the Sick Leave
27 Violation Class the right to use accrued paid sick leave, in violation of
28 Labor Code §§ 246 and 246.5;

- xi) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- xii) Whether Defendants are liable pursuant to Labor Code §203 to the members of the LC 203 Class;
- xiii) Whether the members of the Classes are entitled to penalties pursuant to Labor Code §§2698, et seq;
- xiv) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- xv) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xvi) Whether the members of the Classes are entitled to injunctive relief;
- xvii) Whether the members of the Classes are entitled to restitution; and
- xviii) Whether Defendants are liable for attorneys' fees and costs.

47. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Cal.3d 232, 238).

FACTUAL ALLEGATIONS

48. During the four-year period preceding filing of this complaint, Plaintiffs, and each of the Class Members, were employed by Defendants in the State of California as non-exempt Laborers. At all times referenced herein, Defendants exercised control over Plaintiffs and Class Members and suffered and/or permitted them to work.

49. Based on information and belief, Defendants unlawfully and unilaterally reduced the regular hourly rate of pay for Plaintiffs and all similarly situated Laborers without sufficient notice.

50. During the relevant period, Plaintiffs and the Class Members performed work on public works projects within the meaning of Labor Code § 1720, for which a general prevailing rate of per diem wages was applicable. Defendants paid Plaintiffs and the Class Members less than the applicable

1 prevailing rate, including by reducing their hourly rate of pay as alleged above, in violation of Labor
2 Code §§ 1771 and 1774.

3 51. Based on information and belief, Defendants maintained a policy and practice of failing
4 to pay Laborers for all hours worked. This includes, but is not limited to, time spent on pre-shift and post-
5 shift duties that were under Defendants' control, such as putting on and taking off required protective
6 equipment and attending mandatory pre-shift meetings. This off-the-clock work resulted in the failure to
7 pay all minimum and overtime wages due.

8 52. Furthermore, Defendants maintained a policy and practice of failing to provide and
9 authorize the use of accrued paid sick leave to Plaintiffs and Class Members, in violation of Labor Code
10 §§ 246 and 246.5.

11 53. Additionally, Defendants required Plaintiffs to use their personal cell phones for work-
12 related purposes, including communication with their supervisors. Defendants failed to reimburse
13 Plaintiffs for the costs incurred, in violation of Labor Code § 2802.

14
15 **FIRST CAUSE OF ACTION**
16 **FOR FAILURE TO PAY ALL WAGES DUE**
17 **(ON BEHALF OF THE UNPAID WAGE CLASS)**
18 **(AGAINST ALL DEFENDANTS)**

19 54. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
20 though set forth in full herein.

21 55. Labor Code § 200 et seq. requires employers to pay employees all wages earned for all
22 hours worked.

23 56. Labor Code §§ 1194(a) states in pertinent part: "Notwithstanding any agreement to work
24 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
25 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
26 reasonable attorney's fees, and costs of suit."

27 57. Labor Code §§ 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1
28 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the

1 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
2 to the wages unlawfully unpaid and interest thereon.”

3 58. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission
4 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
5 of a lower wage than the minimum so fixed is unlawful.”

6 59. Defendants, as a pattern and practice in uniform administration of corporate policy with
7 regard to the members of the Unpaid Wage Class, required the members of the Unpaid Wage Class to
8 perform labor without compensation, including but not limited to putting on and taking off required
9 protective equipment and attending mandatory pre-shift meetings.

10 60. As such, Defendants required the members of the Unpaid Wage Class to remain under
11 Defendants’ control without paying therefor, which resulted in the members of the Unpaid Wage Class
12 earning less than the legally required minimum wage and/or overtime wage in the State of California.

13 61. Defendants’ pattern and practice in uniform administration of corporate policy regarding
14 Defendants’ failure to pay the legal minimum wage to the members of the Unpaid Wage Class as
15 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
16 the members of the Unpaid Wage Class, in a civil action, for the unpaid balance of the full amount of the
17 unpaid minimum wages owed, calculated as the difference between the applicable minimum wage (or,
18 for hours worked on public works, the applicable prevailing rate) and the straight time compensation,
19 including interest thereon.

20 62. Pursuant to Labor Code § 1194.2(a), the members of the Unpaid Wage Class seek recovery
21 of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

22 63. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
23 members of the Unpaid Wage Class seek recovery of pre-judgment interest on all amounts recovered
24 herein.

25 64. Pursuant to Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Unpaid
26 Wage Class request that the Court award reasonable attorneys’ fees and costs incurred by them in this
27 action.
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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
(ON BEHALF OF THE MINIMUM WAGE CLASS)
(AGAINST ALL DEFENDANTS)

65. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

66. Labor Code §§ 1194(a) states in pertinent part: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon, reasonable attorney’s fees, and costs of suit.”

67. Labor Code §§ 1194.2(a) states in pertinent part: “In any action under ... 1194 or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

68. Labor Code § 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.”

69. Labor Code § 1771 requires that, except for public works projects of one thousand dollars (\$1,000) or less, all workers employed on public works shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed.

70. Labor Code § 1774 requires that the contractor to whom a public works contract is awarded, and any subcontractor under that contractor, shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract.

71. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, consistently:

1 a. Administered a uniform company policy and practice as to the pay policies
2 regarding the members of the Minimum Wage Class;

3 b. Failed to pay for all hours worked due to its policy and practice of not
4 compensating for pre-shift and post-shift duties, including putting on and taking off required protective
5 equipment and attending mandatory pre-shift meetings; and

6 c. As such, required the members of the Minimum Wage Class to work without
7 paying at least the minimum wage for all the time they were under Defendants' control.

8 72. As such, Defendants required members of the Minimum Wage Class to remain under
9 Defendants' control without paying therefor, which resulted in the members of the Minimum Wage Class
10 earning less than the legal minimum wage pursuant to statute under California law.

11 73. At all relevant times, to the extent Plaintiffs and the members of the Minimum Wage Class
12 performed work on public works projects within the meaning of Labor Code § 1720, a general prevailing
13 rate of per diem wages was applicable. Defendants paid Plaintiffs and the members of the Minimum
14 Wage Class less than the applicable prevailing rate for such public works projects, including by
15 unilaterally reducing their hourly rate of pay below the prevailing rate, in violation of Labor Code §§
16 1771 and 1774. For all other work performed, Defendants nonetheless failed to pay the state-mandated
17 minimum wage for all hours worked due to their policy and practice of not compensating for pre-shift
18 and post-shift duties, as alleged herein.

19 74. Defendants' pattern and practice in uniform administration of corporate policy regarding
20 Defendants' failure to pay the legal minimum wage to the members of the Minimum Wage Class as
21 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
22 the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of
23 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
24 and the straight time compensation, including interest thereon.

25 75. Defendants' failure to pay the applicable prevailing rate of wages to the members of the
26 Minimum Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code
27 §§ 1774 and 1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the
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1 unpaid balance of the full amount of the prevailing wages owed, calculated as the difference between the
2 applicable prevailing rate and the compensation actually paid, including interest thereon.

3 76. Pursuant to Labor Code § 1194.2(a), the members of the Minimum Wage Class seek
4 recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

5 77. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
6 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts recovered
7 herein.

8 78. Pursuant to Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the
9 Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them
10 in this action.

11
12 **THIRD CAUSE OF ACTION**
13 **FOR FAILURE TO PAY PREVAILING WAGE RATE**
14 **(ON BEHALF OF THE PREVAILING WAGE CLASS)**
15 **(AGAINST ALL DEFENDANTS)**

16 79. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
17 though set forth in full herein.

18 80. Labor Code § 1771 states in pertinent part: "[N]ot less than the general prevailing rate of
19 per diem wages for work of a similar character in the locality in which the public work is performed, and
20 not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as
21 provided in this chapter, shall be paid to all workers employed on public works."

22 81. Labor Code § 1774 states: "The contractor to whom the contract is awarded, and any
23 subcontractor under him, shall pay not less than the specified prevailing rates of wages to all workmen
24 employed in the execution of the contract."

25 82. Labor Code § 1194(a) states in pertinent part: "Notwithstanding any agreement to work
26 for a lesser wage, any employee receiving less than the legal minimum wage ... is entitled to recover in a
27 civil action the unpaid balance of the full amount of this minimum wage ..., including interest thereon,
28 reasonable attorney's fees, and costs of suit."

1 83. Labor Code § 1194.2(a) states in pertinent part: "In any action under ... 1194 or 1197.1 to
2 recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
3 commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal
4 to the wages unlawfully unpaid and interest thereon."

5 84. Labor Code § 1197 states: "The minimum wage for employees fixed by the commission
6 or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment
7 of a lower wage than the minimum so fixed is unlawful."

8 85. The appropriate prevailing wage rate for Defendants' Laborers performing asbestos and
9 lead abatement, hazardous-material remediation, and debris removal is set out in the General Prevailing
10 Wage Determination made by the Director of Industrial Relations pursuant to Labor Code §§ 1770, 1773
11 and 1773.1.

12 86. Defendants, as a matter of established company policy and procedure, at each and every
13 one of the individual facilities owned and/or operated by Defendants, consistently:

- 14 a. Administered a uniform company policy and practice as to the pay policies regarding
15 the members of the Prevailing Wage Class;
16 b. Paid the members of the Prevailing Wage Class at a rate of less than the required
17 statutory prevailing rate pursuant to Labor Code §§ 1771 and 1774; and
18 c. As such, required the members of the Prevailing Wage Class to work without paying at
19 least the minimum wage for all the time they were under Defendants' control.

20 87. As such, Defendants required the members of the Prevailing Wage Class to remain under
21 Defendants' control without paying the requisite prevailing wage rate, which resulted in the members of
22 the Prevailing Wage Class earning less than the legal minimum wage pursuant to statute under California
23 law.

24 88. Defendants' pattern and practice in uniform administration of corporate policy regarding
25 Defendants' failure to pay the legal prevailing wage rate to the members of the Prevailing Wage Class as
26 described herein is unlawful and creates entitlement, pursuant to Labor Code § 1194(a), to recovery by
27 the members of the Prevailing Wage Class, in a civil action, for the unpaid balance of the full amount of
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1 the unpaid minimum wages owed, calculated as the difference between the applicable minimum wage
2 and the straight time compensation, including interest thereon.

3 89. Defendants' failure to pay the applicable prevailing rate of wages to the members of the
4 Prevailing Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code
5 §§ 1774 and 1194(a), to recovery by the members of the Prevailing Wage Class, in a civil action, for the
6 unpaid balance of the full amount of the prevailing wages owed, calculated as the difference between the
7 applicable prevailing rate and the compensation actually paid, including interest thereon.

8 90. Pursuant to Labor Code § 1194.2(a), the members of the Prevailing Wage Class seek
9 recovery of liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

10 91. Pursuant to Labor Code § 218.6, Labor Code § 1194(a), and Civil Code § 3287, the
11 members of the Prevailing Wage Class seek recovery of pre-judgment interest on all amounts recovered
12 herein.

13 92. Pursuant to Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the
14 Prevailing Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them
15 in this action.

16
17 **FOURTH CAUSE OF ACTION**
18 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
19 **(ON BEHALF OF THE OVERTIME WAGE CLASS)**
20 **(AGAINST ALL DEFENDANTS)**

21 93. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 94. Labor Code § 510 requires employers to pay their non-exempt employees one and one-
24 half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or
25 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of
26 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime
27 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
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1 work week, and double-time compensation for any work done beyond the first eight hours on the seventh
2 consecutive day of work.

3 95. At all relevant times, Defendants failed and refused to pay Plaintiffs and the Overtime
4 Wage Class all the overtime compensation required by Labor Code § 510, 8 California Code of
5 Regulations § 11160, and Industrial Welfare Commission Order No. 16-2001.

6 96. Defendants, as a matter of established company policy and procedure, at each and every
7 one of the individual facilities owned and/or operated by Defendants, consistently:

8 a. Administered a uniform company policy and practice as to the pay policies
9 regarding the members of the Overtime Wage Class;

10 b. Failed to pay for all hours due to Defendants' policy and practice of not
11 compensating for pre-shift and post-shift work, which resulted in the under-calculation of the "regular
12 rate of pay" and the non-payment of overtime premiums on all hours worked;

13 c. Computed overtime and double-time premiums upon a regular rate of pay that was
14 unlawfully reduced below the applicable prevailing wage rate, resulting in the under-calculation and
15 underpayment of all overtime and double-time premiums due. Where work was performed on public
16 works projects, the prevailing wage rate constituted the "regular rate of pay" for purposes of calculating
17 overtime compensation, and Defendants' failure to pay the prevailing rate thereby resulted in an
18 artificially low regular rate and corresponding underpayment of overtime premiums; and

19 d. Additionally, by failing to compensate Plaintiffs and the members of the Overtime
20 Wage Class for all hours worked, including time spent on pre-shift and post-shift duties, Defendants
21 calculated the regular rate of pay based on an artificially low number of hours and failed to include all
22 compensable time in the overtime calculation, resulting in the underpayment of overtime premiums due.

23 97. Defendants' pattern and practice in uniform administration of corporate policy regarding
24 Defendants' failure to pay the legal overtime wage to the members of the Overtime Wage Class as
25 described herein is unlawful and creates entitlement, pursuant to Labor Code § 510, to recovery by the
26 members of the Overtime Wage Class, in a civil action, for the unpaid balance of the full amount of the
27 unpaid overtime wages owed, calculated as the difference between the requisite overtime rate minus the
28 regular hourly rate of compensation, including interest thereon.

98. Pursuant to Labor Code §§ 218.6, 510, 1194; and Civil Code § 3287, the members of the Overtime Wage Class seek recovery of pre-judgment interest on all amounts recovered herein.

99. Pursuant to Labor Code § 218.5 and/or Labor Code § 1194(a), the members of the Overtime Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

FIFTH CAUSE OF ACTION

FOR FAILURE TO AUTHORIZE AND PERMIT MEAL PERIODS

(ON BEHALF OF THE MEAL PERIOD CLASS)

(AGAINST ALL DEFENDANTS)

100. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

101. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

102. Labor Code § 512 provides that “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

103. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

1 104. Section 10 of IWC Wage Order No. 16-2001 states “No employer shall employ any person
2 for a work period of more than five (5) hours without a meal period of not less than 30 minutes...An
3 employer may not employ an employee for a work period of more than ten (10) hours per day without
4 providing the employee with a second meal period of not less than 30 minutes, except that if the total
5 hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the
6 employer and the employee only if the first meal period was not waived.”

7 105. Section 10(F) of IWC Wage Order No. 16-2001 states “If an employer fails to provide an
8 employee a meal period in accordance with the applicable provisions of this order, the employer shall
9 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
10 that the meal period is not provided.”

11 106. On one or more occasions, the members of the Meal Period Class worked over five (5)
12 hours per shift and therefore were entitled to a meal period of not less than thirty (30) minutes prior to
13 exceeding five (5) hours of employment.

14 107. Based on information and belief, Defendants failed to provide legally compliant, duty-free
15 meal periods to the members of the Meal Period Class, who were frequently required to remain on site
16 and under Defendants’ control, and were interrupted by work-related duties, during their meal periods.

17 108. The members of the Meal Period Class did not validly or legally waive their meal periods,
18 by mutual consent with Defendants or otherwise.

19 109. The members of the Meal Period Class did not enter into any written agreement agreeing
20 to an on-the-job meal period.

21 110. As a matter of Defendants’ established company policy, Defendants failed to always
22 comply with the meal period requirements established by Labor Code § 226.7, Labor Code § 512, Labor
23 Code § 516, and Section 10 of IWC Wage Order No. 16 by failing to always provide the members of the
24 Meal Period Class with a first and in some cases a second legally compliant meal period.

25 111. Defendants also violated Labor Code § 221 by collecting and/or receiving from Plaintiffs
26 and the Meal Period Class part of their wages, including by deducting a full 30 minutes of pay via an
27 automatic meal deduction without providing a bona fide off-duty meal period.

1 112. Pursuant to Section 10(F) of IWC Wage Order No. 16 which states “If an employer fails
2 to provide an employee a meal period in accordance with the applicable provisions of this order, the
3 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
4 each workday that the meal period is not provided” and Labor Code § 226.7(c), the members of the Meal
5 Period Class are thus entitled to damages in an amount equal to one (1) additional hour of pay at each
6 employee’s regular rate of compensation for each workday that a meal period was not provided, in a sum
7 to be proven at trial.

8 113. Pursuant to Labor Code § 218.6 and Civil Code § 3287, members of the Meal Period Class
9 seek recovery of prejudgment interest on all amounts recovered herein.

10
11 **SIXTH CAUSE OF ACTION**
12 **FOR FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
13 **(ON BEHALF OF THE REST PERIOD CLASS)**
14 **(AGAINST ALL DEFENDANTS)**

15 114. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
16 though set forth in full herein.

17 115. Labor Code § 226.7 requires an employer to provide every employee with an uninterrupted
18 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
19 thereof, and further prohibits an employer from requiring “an employee to work during a meal or rest or
20 recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order
21 of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the
22 Division of Occupational Safety and Health.”

23 116. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend
24 working condition orders with respect to break periods, meal periods, and days of rest for any workers in
25 California consistent with the health and welfare of those workers.”

26 117. Section 11 of IWC Wage Order No. 16-2001 states: “Every employer shall authorize and
27 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work
28 period...The authorized rest period time shall be based on the total hours worked daily at the rate of ten

1 (10) minutes net rest time for every four (4) hours worked, or major fraction thereof...A rest period need
2 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
3 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
4 wages.”

5 118. Section 11(D) of IWC Wage Order No. 16-2001 states: “If an employer fails to provide
6 an employee a rest period in accordance with the applicable provisions of this order, the employer shall
7 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday
8 that the rest period is not provided.”

9 119. The members of the Rest Period Class sometimes worked over 4 hours per shift. Further,
10 the members of the Rest Period Class sometimes worked over 6 hours per shift.

11 120. The members of the Rest Period Class were entitled to a rest period of not less than 10
12 minutes prior to exceeding 4 hours of employment.

13 121. As a matter of Defendants’ established company policy, Defendants failed to always
14 authorize and permit all required rest periods established by Labor Code § 226.7 and Labor Code § 516
15 and Section 11 of IWC Wage Order No. 16. (*Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
16 257.)

17 122. Pursuant to Section 11(D) of IWC Wage Order No. 16 and Labor Code § 226.7(c), which
18 states “if an employer fails to provide an employee a meal or rest period in accordance with an applicable
19 order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of
20 pay at the employee’s regular rate of compensation for each work day that the rest period is not provided,”
21 the members of the Rest Period Class are entitled to damages in an amount equal to 1 additional hour of
22 pay at each employee’s regular rate of compensation for each work day that the rest period was not
23 provided.

24 123. Pursuant to Labor Code § 218.6 and Civil Code § 3287, the members of the Rest Period
25 Class seek recovery of prejudgment interest on all amounts recovered herein.

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27 **SEVENTH CAUSE OF ACTION**
28 **FOR VIOLATIONS OF LABOR CODE § 204**

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EIGHTH CAUSE OF ACTION
FOR FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(ON BEHALF OF THE WAGE STATEMENT CLASS)
(AGAINST ALL DEFENDANTS)

132. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

133. Labor Code § 226(a) states in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid ... (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee”

134. Therefore, pursuant to Labor Code § 226(a), California employers are required to furnish accurate wage statements showing, among other things, the total hours worked and all applicable hourly rates.

135. Further, IWC Wage Order No. 16-2001, § 6(A), states in pertinent part: “Every employer who has control over wages, hours, or working conditions shall keep accurate information with respect to each employee, including the following: (1) ... Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded ... (3) Total hours worked during the payroll period and applicable rates of pay”

- a. Labor Code § 1174(d) further requires every employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees, and to maintain those records for not less than three years.

1 136. Therefore, pursuant to Labor Code § 226(a), Labor Code § 1174(d), and IWC Wage Order
2 No. 16, § 6(A), California employers are required to maintain accurate records pertaining to the total
3 hours worked for Defendants by the members of the Wage Statement Class, including but not limited to,
4 beginning and ending of each work period, meal period and split shift interval, the total daily hours
5 worked, and the total hours worked per pay period and applicable rates of pay.

6 137. As a pattern and practice, in violation of Labor Code § 226(a) and IWC Wage Order No.
7 16, § 6(A), Defendants did not and still do not furnish each of the members of the Wage Statement Class
8 with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked
9 by the employee, (3) all deductions, (4) net wages earned, (5) the inclusive dates of the pay period, (6)
10 the name and address of the legal entity that is the employer, and/or (7) all applicable hourly rates in
11 effect during each respective pay period and the corresponding number of hours worked at each hourly
12 rate. Further, the wage statements were inaccurate because they failed to include all hours worked (such
13 as time spent putting on and taking off required protective equipment and attending pre-shift meetings)
14 and failed to list the correct applicable hourly rates, including the applicable prevailing wage rate, when
15 an unlawful wage reduction below the prevailing rate was implemented. Additionally, to the extent
16 Defendants utilized staffing agencies, professional employer organizations (PEOs), or other third-party
17 payroll processors, such entities failed to provide accurate wage statements reflecting the correct
18 employer name and address, as required by Labor Code § 226(a)(8), thereby causing further confusion
19 and injury to Class Members. In violation of Labor Code § 1174(d), Defendants failed to keep and
20 maintain accurate payroll records showing the hours worked daily by and the wages paid to the members
21 of the Wage Statement Class.

22 138. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an employee
23 suffers injury if the employer fails to provide accurate and complete information as required by any one
24 or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot promptly and easily ascertain
25 requisite information without reference to other documents or information.

26 139. Here, the members of the Wage Statement Class suffered injury because Defendants failed
27 to provide accurate and complete information as required by one or more items listed in Labor Code §
28

226(a)(1)-(9) and the Wage Statement Class members could not and cannot promptly and easily ascertain requisite information without reference to other documents or information.

140. In addition, the members of the Wage Statement Class have suffered injury as a result of Defendants' failure to maintain accurate records for the members of the Wage Statement Class in that the members of the Wage Statement Class were not timely provided written accurate itemized statements showing all requisite information, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and IWC Wage Order No. 16, § 6(A), such that the members of the Wage Statement Class were misled by Defendants as to the correct information regarding various items, including but not limited to total hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

141. Moreover, due to violations detailed above, including but not limited to, Defendants' failure to pay regular and overtime wages for all hours worked, and failure to provide meal and rest break premiums, Defendants have violated California Labor Code § 226 by willfully failing to furnish Plaintiffs and other Class Members with accurate, itemized wage statements that listed the earned gross and net wages earned and the correct applicable rates of pay, including the applicable prevailing wage rate, for all hours worked. Moreover, wage statements issued by Defendants failed to list the "total hours worked" by Plaintiffs and Class Members (by virtue of the automatic deduction for meal periods, failure to relieve Class Members of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and off-the-clock work policies and practices, all described in greater detail supra), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

142. The actual injuries suffered by the members of the Wage Statement Class as a result of Defendants' knowing and intentional failure to maintain accurate records for the members of the Wage Statement Class include but are not limited to:

a. Confusion over whether they received all wages owed them by Defendants;

- 1 b. The difficulty and expense of attempting to reconstruct time and pay records;
2 c. Being forced to engage in mathematical computations to analyze whether Defendants'
3 wages in fact compensated for all hours worked;
4 d. The inability to accurately calculate wage rates complicated by the fact that wage
5 statement information required by Labor Code § 226 is missing;
6 e. That such practice prevents the members of the Wage Statement Class from being able
7 to effectively challenge information on their wage statements; and/or
8 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
9 required to collect and analyze the very information that California law requires.

10 143. Pursuant to Labor Code § 226(e), the members of the Wage Statement Class are entitled
11 to fifty dollars (\$50.00) per employee for the initial pay period in which a violation hereunder occurs and
12 one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not exceeding
13 an aggregate penalty of four thousand dollars (\$4,000.00).

14 144. Pursuant to Labor Code § 226(g), the currently-employed members of the Wage Statement
15 Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

16 145. Pursuant to Labor Code § 226(e) and/or § 226(g), the members of the Wage Statement
17 Class are also entitled to an award of costs and reasonable attorneys' fees.

18 146. Pursuant to Labor Code § 1174.5, Defendants are liable for a civil penalty for willfully
19 failing to maintain the accurate and complete records required by Labor Code § 1174(d) and IWC Wage
20 Order No. 16, § 6(A), as alleged herein.

21
22 **NINTH CAUSE OF ACTION**
23 **FOR VIOLATIONS OF LABOR CODE §203**
24 **(ON BEHALF OF THE LC 203 CLASS)**
25 **(AGAINST ALL DEFENDANTS)**

26 147. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
27 though set forth in full herein.
28

1 148. Labor Code § 203 provides that if an employer willfully fails to pay, without abatement
2 or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is
3 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
4 days from the due date thereof, until paid or until an action therefor is commenced.

5 149. The members of the LC 203 Class are no longer employed by Defendants as they were
6 either discharged from or quit Defendants' employ.

7 150. Defendants willfully failed to pay the members of the LC 203 Class their entire wages due
8 and owing at the time of their termination or within seventy-two (72) hours of their resignation. These
9 unpaid wages include, but are not limited to, all unpaid hours worked, unpaid prevailing wages, unpaid
10 overtime, and unpaid meal and rest period premiums.

11 151. As set forth above, Defendants willfully failed to pay the members of the LC 203 Class
12 their entire wages due and owing at the time of their termination or within seventy-two (72) hours of their
13 resignation, and failed to pay those sums for up to thirty (30) days thereafter.

14 152. Defendants' willful failure to pay wages to the members of the LC 203 Class violates
15 Labor Code § 203 because Defendants knew or should have known wages were due to the members of
16 the LC 203 Class, as set forth above, but Defendants failed to pay them.

17 153. Thus, the members of the LC 203 Class are entitled to recovery pursuant to Labor Code §
18 203, as well as costs.

19
20 **TENTH CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE FOR WORK-RELATED EXPENSES**

22 **LABOR CODE § 2802**

23 **(ON BEHALF OF THE LC 2802 CLASS)**

24 **(AGAINST ALL DEFENDANTS)**

25 154. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
26 though set forth in full herein.

1 155. Pursuant to California Labor Code section 2802, Plaintiffs and the LC 2802 Class
2 Members were entitled to be reimbursed for all reasonable expenses associated with carrying out orders
3 by their employer and/or carrying out the duties assigned by their employers.

4 156. Among other things, under California law, when employees must use their personal
5 cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of
6 their cell phone bills. (See Cochran v. Schwan's Home Services, Inc. (2014) 228 Cal.App.4th 1137,
7 1140.) To show liability, an employee will only need to show that he or she was required to use their
8 personal cellphone for work-related purposes and not reimbursed for the use. (Id. 1144-1145.)

9 157. Throughout their employment, Plaintiffs and the Class Members were required to use their
10 personal cell phones to perform their job duties, including to communicate with their supervisors, receive
11 and confirm work assignments, coordinate the delivery and handling of materials and equipment, and
12 report on-site conditions. This use of personal cell phones was a necessary expenditure incurred in direct
13 consequence of the discharge of their duties. Defendants did not reimburse Plaintiffs and the Class
14 Members for any portion of the cell phone and data costs they incurred for Defendants' benefit, thereby
15 requiring Plaintiffs and the Class Members to subsidize and bear those business expenses themselves, in
16 violation of Labor Code section 2802.

17 158. Defendants' failure to provide Plaintiffs and the Class Members with full reimbursement
18 for all reasonable expenses associated with carrying out their duties required that Plaintiffs and the Class
19 Members subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

20 159. As a result of Defendants' unlawful conduct, Plaintiffs and the LC 2802 Class Members
21 have suffered injury in that they were not completely reimbursed as mandated by California law.

22 160. Pursuant to California Labor Code section 2802, Plaintiffs and the LC 2802 Class
23 Members are entitled to recover the full amount of reimbursable expenses due, in addition to reasonable
24 attorneys' fees, and costs of suit.

25
26 **ELEVENTH CAUSE OF ACTION**
27 **UNLAWFUL WITHHOLDING OF WAGES**
28 **LABOR CODE §223**

1 **(ON BEHALF OF THE UNLAWFUL DEDUCTION CLASS)**

2 **(AGAINST ALL DEFENDANTS)**

3 161. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
4 though set forth in full herein.

5 162. California Labor Code § 223 provides: “Where any statute or contract requires an
6 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while
7 purporting to pay the wage designated by statute or contract.”

8 163. During the relevant period, Defendants were required by statute and/or contract to pay
9 Plaintiffs and the members of the Unlawful Deduction Class the designated prevailing wage scale set
10 forth in the General Prevailing Wage Determination made by the Director of Industrial Relations,
11 pursuant to Labor Code §§ 1771 and 1774, for the public works on which they were employed.

12 164. Defendants violated Labor Code § 223 by secretly paying Plaintiffs and the members of
13 the Unlawful Deduction Class a lower wage than the designated prevailing wage scale, including by
14 unilaterally reducing their hourly rate of pay below the prevailing designated rate, while purporting to
15 pay the wage designated by statute and/or contract.

16 165. As a result of this unlawful conduct, Plaintiffs and the members of the Unlawful Deduction
17 Class are entitled to recover the full amount of the wages unlawfully withheld, with interest.

18 166. Pursuant to California Labor Code section 223 and Labor Code section 1194(a), Plaintiffs
19 and the members of the Unlawful Deduction Class are entitled to recover the full amount due, in addition
20 to reasonable attorneys’ fees, and costs of suit.

21
22 **TWELFTH CAUSE OF ACTION**

23 **FAILURE TO PROVIDE SICK LEAVE**

24 **LABOR CODE §§246, 246.5**

25 **(ON BEHALF OF THE SICK LEAVE VIOLATION CLASS)**

26 **(AGAINST ALL DEFENDANTS)**

27 167. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 168. California Labor Code § 246(a) provides that an employee “shall accrue and be permitted
2 to use paid sick days.” The law mandates that an employee is entitled to use accrued paid sick days upon
3 the oral or written request of the employee.

4 169. California Labor Code § 246.5(a) explicitly states that an “employer shall not deny an
5 employee the right to use accrued sick days... and shall not discourage an employee from using accrued
6 sick days.”

7 170. Defendants have implemented and maintained a uniform policy that unlawfully denies
8 employees the right to use accrued paid sick leave. Specifically, Defendants' policy prohibits employees
9 from using sick leave for scheduled hours unless their total paid hours for the workweek would otherwise
10 fall below forty (40). Under California law, an employee is entitled to use accrued sick leave for any
11 absence due to their own health condition, regardless of whether they would otherwise work forty (40)
12 or more hours in that workweek. Defendants' policy effectively forces employees to substitute sick leave
13 for regular pay only when it would otherwise reduce their weekly compensation, thereby discouraging
14 the use of sick leave for its intended purpose in violation of Labor Code § 246.5(a).

15 171. This policy directly violates California law, which requires employers to permit the use of
16 sick leave for any scheduled day(s) the employee is sick, regardless of the total number of paid hours the
17 employee would receive in that workweek. For example, under Defendants' unlawful policy, an
18 employee scheduled for 48 hours who works 40 hours and is sick for 8 hours is denied the use of 8 hours
19 of accrued sick leave, because their paid hours (40) do not fall below the 40-hour threshold.

20 172. By maintaining this policy, Defendants have systematically denied Plaintiffs and Class
21 Members their right to use accrued sick leave, in violation of Labor Code §§ 246 and 246.5.

22 173. As a result of these violations, Plaintiffs and the Sick Leave Violation Class are entitled
23 to recovery for the value of the unlawfully denied sick leave, plus an additional premium equal to the
24 value of the denied sick leave, pursuant to Labor Code § 246.5(b).

25 174. Plaintiffs and the Class further seek injunctive relief to prohibit Defendants from
26 continuing this unlawful policy and practice.

27
28 //

THIRTEENTH CAUSE OF ACTION
FOR VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT
LABOR CODE § 2698, ET SEQ.
(ON BEHALF OF ALL PLAINTIFFS)
(AGAINST ALL DEFENDANTS)

175. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

176. Under Labor Code §2699, Plaintiffs, as aggrieved employees, may bring this action against Defendants, on behalf of themselves and all other current or former Aggrieved Employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

177. Each Plaintiff is an “aggrieved employee” within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed one or more of the California Labor Code violations alleged herein against each of the Plaintiffs. The Aggrieved Employees are also “aggrieved employees” within the meaning of the statute, as Defendants have committed the same Labor Code violations against them. Plaintiffs and the Aggrieved Employees have suffered injury as a result of those violations, including but not limited to the non-payment of wages, non-payment of overtime, failure to provide meal and rest periods, and failure to provide accurate wage statements.

178. On November 7, 2025, more than sixty-five (65) calendar days before filing this Complaint, Plaintiffs, through their counsel, provided written notice to the Labor and Workforce Development Agency via its online portal and notice by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a) by citing the specific provision of the Labor Code alleged to have been violated, including the facts and theories sufficient to support the alleged violations. Plaintiffs provided supplemental notice on or about June 24, 2026.

179. Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

1 180. As of the filing of this First Amended Complaint, Plaintiffs have not received any response
2 from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants,
3 nor has the agency notified Plaintiffs that it has commenced an investigation or action. Consequently,
4 Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

5 181. Further, as of the filing of this First Amended Complaint, Plaintiffs have not received from
6 Defendants any written notice by certified mail that the alleged violations have been cured, including a
7 description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and are
8 authorized to maintain this civil action which includes a cause of action pursuant to Labor Code §2699.

9 182. The violations alleged herein constitute serious violations within the meaning of Labor
10 Code § 2699.5, for which there is no statutory right to cure. These include, but are not limited to,
11 violations of Labor Code §§ 510, 512, 226.7, 1194, 1771, 1774, and other provisions enumerated therein.

12 183. The Labor Code provisions that Defendants have violated, for which civil penalties are
13 sought under PAGA, include but are not limited to:

- 14 a) Labor Code §§ 200, 204, 210 (failure to pay all wages when due);
- 15 b) Labor Code §§ 510, 1194, 1197, 1197.1 (failure to pay minimum and overtime wages);
- 16 c) Labor Code §§ 226, 226.3 (failure to provide accurate itemized wage statements);
- 17 d) Labor Code §§ 226.7, 512, 516, and IWC Wage Order No. 9, Sections 11 and 12 (failure to
18 provide meal and rest periods);
- 19 e) Labor Code § 203 (failure to pay final wages upon termination);
- 20 f) Labor Code § 221 (unlawful wage deductions);
- 21 g) Labor Code §§ 246, 246.5 (failure to provide and permit use of paid sick leave);
- 22 h) Labor Code § 2802 (failure to reimburse necessary business expenses);
- 23 i) Labor Code § 227.3 (failure to pay vested vacation wages upon termination);
- 24 j) Labor Code §§ 551, 552 (failure to provide one day's rest in seven);
- 25 k) Labor Code §§ 6310, 6432(b) and 8 CCR § 5208(e)(6)(B) (health and safety violations, including
26 failure to provide mandatory shower facilities for asbestos abatement workers);
- 27 l) l) Labor Code §§ 98.6, 1102.5 (retaliation against employees who complained about unpaid wages
28 and unsafe working conditions); and

1 m) Labor Code § 558 (civil penalties for underpayment of wages).

2 **PENALTIES**

3 184. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code
4 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such
6 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved
7 employee on behalf of himself or herself and other current or former employees) and Labor Code
8 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which
9 a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil
10 penalties, as follows:

11 a. As applicable, civil penalties under Labor Code § 2699(f) (the "catch-all" penalty
12 provision), for all violations of the Labor Code alleged herein for which a specific civil penalty is not
13 otherwise provided, in the amount of one hundred dollars (\$100.00) for each aggrieved employee per pay
14 period for the initial violation, and two hundred dollars (\$200.00) for each aggrieved employee per pay
15 period for each subsequent violation; and

16 b. As applicable, civil penalties under Labor Code §558 (in addition to and entirely
17 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
18 Code §§1-556, in the amount of fifty dollars (\$50) for each aggrieved employee for each pay period for
19 which the employee was underpaid for the initial violation, and one hundred dollars (\$100) for each
20 aggrieved employee for each pay period for which the employee was underpaid for each subsequent
21 violation;

22 c. As applicable, civil penalties under Labor Code §1197.1 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor Code) for violations of Labor
24 Code §§1194 and 1197, in the amount of \$100 for each underpaid aggrieved employee for each pay
25 period the aggrieved employee was intentionally underpaid in addition to an amount sufficient to recover
26 underpaid wages, and \$250 for each subsequent violation for each underpaid aggrieved employees
27 regardless of whether the initial violation was intentionally committed in addition to an amount sufficient
28 to recover underpaid wages, with all wages recovered pursuant to Labor Code §1197.1;

1 d. As applicable, civil penalties under Labor Code §210 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code), for each employee who is/was
3 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5,
4 in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial
5 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

6 e. As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
7 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
8 Code §221, in the amount of \$100 for each aggrieved employee per pay period for each violation; and
9 \$200 for each aggrieved employee per pay period for each subsequent violation plus 25 percent of the
10 amount unlawfully withheld;

11 f. As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
12 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
13 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
14 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

15 g. As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to
16 and entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved
17 employee who was discharged or quit, and was not paid all earned wages at termination in accordance
18 with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay,
19 at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum
20 of thirty (30) days;

21 h. As applicable, civil penalties under Labor Code § 2699(f) for violations of Labor
22 Code § 226.7 (failure to provide meal and rest periods), in the amount of one hundred dollars (\$100) for
23 each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each
24 aggrieved employee per pay period for each subsequent violation; these penalties are recoverable under
25 the catch-all provision of § 2699(f) and are in addition to, not duplicative or, the premium pay owed to
26 employees under Labor Code § 226.7(c);

27 i. As applicable, civil penalties under Labor Code § 2699(f) for violations of Labor
28 Code § 227.3 (failure to pay vested vacation wages upon termination), in the amount of one hundred

dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

j. As applicable, civil penalties under Labor Code § 2699(f) for violations of Labor Code §§ 551 and 552 (failure to provide one day's rest in seven), in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

k. As applicable, civil penalties under Labor Code § 6432(b) for violations of 8 CCR § 5208(i)(2)(B) (failure to provide mandatory shower facilities for asbestos abatement workers), in the amount of at least \$5,000 for each affected aggrieved employee per violation;

l. As applicable, civil penalties under Labor Code § 2699(f) for violations of Labor Code §§ 6310 (retaliation for complaining about unsafe working conditions), in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

m. As applicable, any and all additional applicable civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

185. In addition, Plaintiffs seek and are entitled to seventy-five percent (75%) of all penalties obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%) to the aggrieved employees.

186. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek recovery of pre-judgment interest on all amounts recovered herein.

187. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs pursuant to Labor Code §§2699(g)(1) and any other applicable statute.

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FOURTEENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE 17200 CLASS)
(AGAINST ALL DEFENDANTS)

188. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

189. B&PC § 17200 provides in pertinent part “[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act...”

190. B&PC § 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

191. B&PC § 17204 provides that an action for relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

192. Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by B&PC § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

193. Defendants have engaged in unfair business practices in California by practicing, employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

194. Defendants’ use of such practices constitutes an unfair business practice, unfair competition and provides an unfair advantage over Defendants’ competitors.

195. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

196. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

197. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

198. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

199. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court issue an Order certifying the Classes herein, appointing the named Plaintiffs as representatives of all others similarly situated, and appointing the law firm(s) representing the named Plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay All Wages Due:

2. For recovery of the unpaid balance of the full amount of the unpaid wages due and owing, according to proof;

3. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and Civil Code §3287;

4. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Second Cause of Action for Failure to Pay Minimum Wages:

5. For recovery of the unpaid balance of the full amount of the unpaid minimum and prevailing wages due and owing, according to proof;

6. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and Civil Code §3287;

7. For liquidated damages as allowed by Labor Code §1194.2;

1 8. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
2 Labor Code §1194(a);

3 As to the Third Cause of Action for Failure to Pay Prevailing Wage Rates:

4 9. For recovery of the unpaid balance of the full amount of the unpaid prevailing wages due
5 and owing, according to proof;

6 10. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
7 Civil Code §3287;

8 11. For liquidated damages as allowed by Labor Code §1194.2;

9 12. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
10 Labor Code §1194(a);

11 As to the Fourth Cause of Action for Failure to Pay Overtime Compensation:

12 13. For recovery of the unpaid balance of the full amount of the overtime wages due and
13 owing, according to proof;

14 14. For prejudgment interest as allowed by Labor Code §218.6, Labor Code §1194(a), and
15 Civil Code §3287;

16 15. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
17 Labor Code §1194(a);

18 As to the Fifth Cause of Action for Failure to Authorize and Permit Meal Periods:

19 16. For one (1) hour of pay at the regular rate of compensation for each member of the Meal
20 Period Class for each workday that a meal period was not provided;

21 17. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

22 As to the Sixth Cause of Action for Failure to Authorize and Permit Rest Periods:

23
24 18. For one (1) hour of pay at the regular rate of compensation for each member of the Rest
25 Period Class for each workday that a rest period was not provided;

26 19. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

27 As to the Seventh Cause of Action for Violations of Labor Code §204:

28 20. For recovery pursuant to Labor Code §§204 and/or 210;

1 As to the Eighth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

2 21. For recovery as authorized by Labor Code §226(e);

3 22. For injunctive relief pursuant to Labor Code §226(g);

4 23. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e)
5 and/or §226(g);

6 As to the Ninth Cause of Action for Violations of Labor Code §203:

7 24. For recovery as authorized by Labor Code §203;

8 25. For costs of suit as authorized by law.

9 As to the Tenth Cause of Action for Failure to Reimburse for Work-Related Expenses (Labor Code §
10 2802):

11 26. For full reimbursement of all necessary business expenditures incurred, according to
12 proof;

13 27. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

14 28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
15 Labor Code §1194(a).

16 As to the Eleventh Cause of Action for Unlawful Withholding of Wages (Lab. Code § 223):

17 29. For recovery of all wages unlawfully withheld, according to proof;

18 30. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

19 As to the Twelfth Cause of Action for Failure to Provide Paid Sick Leave (Lab. Code §§ 246, 246.5):

20 31. For recovery of the value of unlawfully denied sick leave, plus an additional premium
21 equal to the same amount, pursuant to Labor Code §246.5(b);

22 32. For injunctive relief prohibiting the unlawful sick leave policy;

23 As to the Thirteenth Cause of Action for Violation of the Private Attorneys General Act (Lab. Code §§
24 2698, et seq.):

25 33. For civil penalties pursuant to Labor Code § 2699, according to proof;

26 34. For Plaintiffs' statutory share of the civil penalties recovered, and for reasonable
27 attorneys' fees and costs, pursuant to Labor Code § 2699(g);

28 As to the Fourteenth Cause of Action for Unfair Competition (B&PC §§17200, et seq.):

1 35. For an accounting, under administration of Plaintiffs and/or the receiver and subject to
2 Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to
3 members of the Classes who are owed monies by Defendants;

4 36. For an Order requiring Defendants to identify each of the members of the Classes by name,
5 home address, home telephone number and, if available, email address;

6 37. For an Order requiring Defendants to make full restitution and payment pursuant to
7 California law;

8 38. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
9 engaging in the acts complained of herein;

10 39. For all other appropriate injunctive, declaratory and equitable relief;

11 40. For interest to the extent permitted by law;

12 41. For an award of attorneys' fees and costs incurred in the investigation, filing and
13 prosecution of this action pursuant to CCP § 1021.5, Labor Code § 1194 and/or any other applicable
14 provision of law;

15 As to All Causes of Action:

16 42. For such relief as this Court may deem just and proper, including reasonable attorneys'
17 fees and costs incurred.

18
19 DATED: June 24, 2026

GUERRA & CASILLAS LLP

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22
23 By:



Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiffs OSCAR J. LOPEZ-
RECARTE, MARK A. SANCHEZ, and
JONATHAN RIOS, on behalf of themselves
and all others similarly situated

1 **JURY TRIAL DEMANDED**

2 Plaintiffs demand trial of all issues by jury.

3
4 DATED: June 24, 2026

GUERRA & CASILLAS LLP

5
6 By: 

Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorneys for Plaintiffs OSCAR J. LOPEZ-
RECARTE, MARK A. SANCHEZ, and
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