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SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CLAUDIA TROCHEZ, individually, and on
behalf of all other aggrieved employees,

Plaintiff,

vs.

HENSEL PHELPS CONSTRUCTION CO., a
Colorado Corporation; HENSEL PHELPS
DEVELOPMENT, LLC, a Delaware Company;
HENSEL PHELPS PARENT 1 INC., a Delaware
Corporation; HENSEL PHELPS PARENT 2 INC.,
a Delaware Corporation; HENSEL PHELPS
SERVICES, LLC a Delaware Company; and
DOES 1-20, inclusive,

Defendants.

CASE NO. **23STCV21068**

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§2698 *et seq*)**

COMES NOW Plaintiff CLAUDIA TROCHEZ (“Plaintiff”), on behalf of the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, and asserts claims against Defendant HENSEL PHELPS CONSTRUCTION CO., a Colorado Corporation; HENSEL PHELPS DEVELOPMENT, LLC, a Delaware Company; HENSEL PHELPS PARENT 1 INC., a Delaware Corporation; HENSEL PHELPS PARENT 2 INC., a Delaware Corporation; HENSEL PHELPS SERVICES, LLC a Delaware Company; and DOES 1-20, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to accurately pay overtime wages, (b) failure to pay minimum wages (c) failure to provide meal periods before the end of the fifth hour worked and failure to pay an additional hour’s of pay in lieu of providing a meal period before the end of the fifth hour worked; (d) failure to authorize and permit rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation from Defendant’s employ; and (f) failing to provide accurate itemized wage statements; (g) knowingly and intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for necessary business expenses. As a result, Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to

1 California Constitution Article VI, Section 10, which grants the Superior Court “original
2 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which
3 this action is brought do not give jurisdiction to any other court.

4 4. This Court has jurisdiction over Defendants because, upon information and belief,
5 each Defendant either has sufficient minimum contacts in California – Los Angeles County, or
6 otherwise intentionally avails itself of the California – Los Angeles County market so as to render
7 the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair
8 play and substantial justice.

9 5. Venue is proper in this judicial district pursuant to Code of Civil Procedure section
10 395. Defendants HENSEL PHELPS CONSTRUCTION CO., a Colorado Corporation;
11 HENSEL PHELPS DEVELOPMENT, LLC, a Delaware Company; HENSEL PHELPS
12 PARENT 1 INC., a Delaware Corporation; HENSEL PHELPS PARENT 2 INC., a Delaware
13 Corporation; HENSEL PHELPS SERVICES, LLC a Delaware Company; and DOES 1-20,
14 inclusive, are operating and doing business in, California – Los Angeles County, and each
15 Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts
16 alleged herein have a direct effect on Plaintiff and all other aggrieved employees within the State of
17 California and within Los Angeles County and elsewhere in California.

18 6. On information and belief, Defendants have conducted business within the State of
19 California during the purported liability period and continue to conduct business in the State of
20 California, including in the County of Los Angeles. The unlawful acts alleged herein have had a
21 direct effect on Plaintiff, and the similarly situated non-exempt aggrieved employees within Los
22 Angeles County and the State of California.

23 7. The California Superior Court also has jurisdiction in this matter because on
24 information and belief there are no federal questions at issue, as the issues herein are based solely on
25 California statutes and law, including the California Labor Code, the IWC Wage Orders, the
26 California Code of Civil Procedure, the California Civil Code, and the California Business and
27 Professions Code.

1 8. On information and belief, during the statutory liability period and continuing to the
2 present ("liability period"), Defendants consistently maintained and enforced against Defendants'
3 Non-Exempt Employees ("Aggrieved Employees"), among others, the following unlawful practices
4 and policies, in violation of California state wage and hour laws (a) failure to accurately pay overtime
5 wages, (b) failure to pay minimum wages (c) failure to provide meal periods and failure to pay an
6 additional hour's of pay in lieu of providing a meal period; (d) failure to authorize and permit rest
7 breaks for every four hours or major fraction thereof worked and failure to pay an additional hour's
8 of pay in lieu of providing a rest period; (e) failing to pay all wages earned and owed upon separation
9 from Defendant's employ; (f) failing to provide accurate itemized wage statements; (g) knowingly
10 or intentionally failing to maintain accurate and complete records; and (h) failure to indemnify for
11 necessary business expenses.

12 9. On information and belief, during the statutory liability period and continuing to the
13 present, Defendants have had a consistent policy of failing to provide its Non-Exempt Employees
14 within the State of California, including Plaintiff unfettered, uninterrupted, duty free rest periods of
15 at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
16 employees one (1) hour of pay at the employees regular rate of compensation for each workday that
17 the rest was untimely, interrupted and/or not provided, as required by California state wage and hour
18 laws.

19 10. On information and belief, during the statutory liability period and continuing to the
20 present, Defendants have had a consistent policy of failing to pay overtime for hours worked in
21 excess of forty hours in a workweek or more than 8 hours in a workday.

22 11. On information and belief, during the statutory liability period and continuing to the
23 present, Defendants have had a consistent policy of failing to pay minimum wages, overtime wages,
24 and wages earned on a regular pay period for all hours worked while subject to the control of
25 Defendants.

26 12. On information and belief, during the statutory liability period and continuing to the
27 present (rest and meal period liability period), Defendants have had a consistent policy of requiring
28 its Non-Exempt Employees within the State of California, including Plaintiff, to work at least five

(5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period was untimely, interrupted and/or not provided, as required by California state wage and hour laws.

13. On information and belief, as a result of these unlawful acts, Defendants failed to pay the required meal and rest period premiums.

14. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to timely pay wages upon separation.

15. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to provide accurate itemized wage statements.

16. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of failing to indemnify work related expenses incurred.

17. On information and belief, during the statutory liability period and continuing to the present, Defendants have had a consistent policy of knowingly and intentionally failing to maintain accurate and complete records.

18. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees brings this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-203, 204, 218, 218.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, and 2802, 2802(a) seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

19. Plaintiff CLAUDIA TROCHEZ is a former employee of Defendants, who was employed by Defendants in California, as a non-exempt employee who provided notice to the Labor and Workforce Development Agency within the last year preceding the filing of this action. Specifically, Plaintiff was employed as General Foreman. Plaintiff's duties as a General Foreman included making timesheets, work plans, transporting employees, and ensuring the safety of

employees.

20. As Defendants' employees, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

(a) work in excess of eight (8) hours per day, and/or forty (40) hours per week; all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(b) perform work subject to the control of the employer without being compensated at least minimum wages, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order ("IWC");

(c) work without being permitted or authorized a minimum ten-minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at her regular rate of compensation for each workday that a rest period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(d) work in excess of five hours per day without being provided meal periods and not compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Orders ("IWC");

(e) not paid all wages upon separation from Defendant's employment ("IWC");

(f) not reimbursed for business related expenses, including unlawful deductions; and

(g) not provided accurate itemized wage statements.

21. Plaintiffs seek penalties under Labor Code 2698, et. seq. on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendants

22. On information and belief, Defendant HENSEL PHELPS CONSTRUCTION CO. is a Colorado corporation operating in the State of California, including Los Angeles County California, though Defendant HENSEL PHELPS CONSTRUCTION CO., but is no longer

1 authorized by the California Secretary of State to operate in California. Defendant, however,
2 continued to provide construction services throughout the United States, including in California and
3 Los Angeles County, and employs numerous non-exempt employees in the State of California,
4 including its office in Los Angeles County.

5 23. On information and belief, Defendant HENSEL PHELPS DEVELOPMENT, LLC is
6 a Delaware Company operating in and authorized to conduct business in the State of California.
7 Defendant provides construction services throughout the United States, including in Los Angeles
8 County, and employs numerous non-exempt employees in the State of California, including its office
9 in Los Angeles County.

10 24. On information and belief, Defendant HENSEL PHELPS PARENT 1 INC. is a
11 Delaware Corporation operating in and authorized to conduct business in the State of California.
12 Defendant provides construction services throughout the United States, including in Los Angeles
13 County, and employs numerous non-exempt employees in the State of California, including its office
14 in Los Angeles County.

15 25. On information and belief, Defendant HENSEL PHELPS PARENT 2 INC. is a
16 Delaware Corporation operating in and authorized to conduct business in the State of California.
17 Defendant provides construction services throughout the United States, including in Los Angeles
18 County, and employs numerous non-exempt employees in the State of California, including its office
19 in Los Angeles County.

20 26. On information and belief, Defendant HENSEL PHELPS SERVICES, LLC is a
21 Delaware Company operating in and authorized to conduct business in the State of California.
22 Defendant provides construction services throughout the United States, including in Los Angeles
23 County, and employs numerous non-exempt employees in the State of California, including its office
24 in Los Angeles County.

25 27. Other than identified herein, Plaintiff is unaware of the true names, capacities,
26 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
27 DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally
28 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such

1 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
2 ascertained.

3 28. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
4 indirectly, or through agents or other persons, employed Plaintiff and other members of the
5 Representative Group, and exercised control over their wages, hours, and working conditions.
6 Plaintiff is informed and believes and thereon alleges that each defendant acted in all respects
7 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan
8 or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
9 other defendants.

10 IV. GENERAL ALLEGATIONS

11 29. Plaintiff is informed and believes, and based thereon alleges that Defendants employ
12 or employed Non-Exempt Employees throughout California during the liability period. Plaintiff and
13 all other aggrieved employees were compensated generally based upon an hourly rate and have at all
14 times pertinent hereto been non-exempt within the meaning of the California Labor Code and the
15 implementing rules and regulations of the IWC California Wage Orders.

16 30. On information and belief, and during the relevant time frame, all aggrieved
17 employees are residents of California and citizens of the United States.

18 31. On information and belief, Defendants provide construction services across the
19 country, including in Los Angeles County. Plaintiff was employed as a non-exempt general foreman
20 for Defendants and was primarily responsible for supervising employees.

21 32. Throughout Plaintiff's employment with Defendants, Plaintiff was not exempt from
22 the Employment Laws and Regulations, in that she routinely spent a majority of her working hours
23 performing duties delegated to non-exempt employees including, but not limited to creating
24 timesheets, ensuring workplace safety, and transporting employees.

25 33. Throughout Plaintiff's entire employment with Defendants, Plaintiff spent few to
26 none of her working hours performing work that was primarily intellectual, managerial or creative,
27 or work that required the regular and customary exercise of discretion and independent judgment
28 with respect to matters of significance on more than an occasional basis.

1 34. During Plaintiff's employment with Defendants, Plaintiff was either required to
2 work through mandatory meal and rest breaks, or was often times interrupted during her meal and
3 rest breaks resulting in shortened meal and rest breaks. Additionally, Plaintiff was often not
4 provided with or allowed to take her mandatory meal break within the first five hours of work
5 because she was provided too much work to do and had no one to relieve her for such a break. On
6 information and belief, Plaintiff and other similarly situated employees were not paid for their
7 missed meal and/or rest breaks with one hour of premium pay at the regular rate of pay, despite
8 Defendants' pressuring of employees to work through breaks.

9 35. During Plaintiff's employment with Defendants, Plaintiff was regularly required to
10 work over 8 hours in one day, and/or over 40 hours in one week. On information and belief,
11 Plaintiff and other similarly situated employees were not paid for all overtime worked.

12 36. Upon information and belief, Defendants regularly failed to pay Plaintiff and other
13 non-exempt employees for all hours worked including minimum wage, overtime and double time
14 pay.

15 37. As a consequence, Plaintiff and other similarly situated non-exempt employees,
16 were not paid all wages upon termination and were not provided accurate wage statements.

17 38. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were not
18 compensated for all hours/time worked as Defendants would regularly suffer and permit Plaintiff
19 and Aggrieved Employees to work off the clock but Plaintiff and Aggrieved Employees were not
20 compensated for hours worked off the clock. For example, Defendants, among other things,
21 directed Plaintiff and Aggrieved Employees to record a daily meal period of 30 minutes, off the
22 clock, even though Plaintiff and Aggrieved Employees were required to continue working or were
23 interrupted during their meal breaks, such that employees overall lost hours worked. This policy in
24 effect, caused an automatic deduction 30 minutes for Plaintiff and Aggrieved Employees meal
25 periods and resulted in Plaintiffs and Aggrieved Employees being subjected to Defendants'
26 unlawful policy of not compensating Plaintiffs and Aggrieved Employees for all hours worked
27 including overtime while under the control of Defendants. Similarly, Plaintiff and Aggrieved
28 Employees were required to attend post-shift meetings, off the clock and without pay. Defendants'

1 unlawful off-the-clock policy over time resulted in a large and disproportionate underpayment of
2 wages including overtime wages to Plaintiff and Aggrieved Employees.

3 39. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
4 caused to endure unprovided, untimely, interrupted meal periods of at least thirty (30) minutes for
5 many of the work days such employees worked more than six hours (6) hours, were not provided
6 uninterrupted second meal periods of at least thirty (30) minutes for any work days such employees
7 worked more than ten (10) hours, and were not paid one (1) hour of wages by Defendants in lieu
8 thereof, all in violation of the California Labor Code.

9 40. Plaintiff is informed and believes that Plaintiff and Aggrieved Employees were
10 regularly required to work in excess of six (6) hours per day without Defendants providing them a
11 timely, uninterrupted (30) minute meal period as mandated under the California Labor Code and
12 the implementing rules and regulations of the IWC California Wage Orders as Plaintiff and
13 Aggrieved Employees were required to take shortened meal periods or not at all because they were
14 given too much work to do without relief. Accordingly, Plaintiff and Aggrieved Employees were
15 not provided lawful meal periods and were not provided with one hour of wages in lieu thereof
16 under Defendants' policies and practices, which included work schedules placed upon the
17 Aggrieved Employees from Defendants' management and supervisors to perform work at the
18 expense of their meal periods and Defendants' implementation of work schedules and workload
19 requirements that denied Aggrieved Employees all of their authorized meal periods. Plaintiff and
20 the Aggrieved employees did not waive any of their authorized and required meal periods, nor did
21 they receive one hour of regular pay for each day Defendants failed to provide a lawful meal period.

22 41. Plaintiff is informed and believes that during the liability period, Plaintiff and
23 Aggrieved Employees were consistently required to work in excess of four (4) hours (or major
24 fraction thereof) without receiving lawful ten (10) minute rest periods. On information and belief,
25 Defendants' management would require that Plaintiff and other aggrieved employees continue to
26 work throughout their scheduled shift without relief, and as a result would often have to take their
27 breaks late or be forced to skip their breaks. The Aggrieved Employees were also not provided with
28 one hour of wages in lieu thereof. Defendants' policies and practices included Defendants'

1 implementation of a work schedule and workload requirements that denied and failed to provide
2 the Aggrieved Employees all of their authorized rest periods, including first rest periods of at least
3 ten (10) minutes for every shift worked of at least three and a half (3 1/2) to four (4) hours, a first
4 and second rest period of at least ten (10) minutes for every shift worked greater than six (6) hours.

5 42. Defendants did not fully compensate Plaintiff and the Aggrieved Employees for
6 hourly wages during the liability period, including by virtue of the fact that Defendants did not
7 compensate Plaintiff and Aggrieved Employees with one extra hour of pay for Defendants' failure
8 to provide such Non-Exempt Employees with each of their authorized rest periods and meal periods
9 during the rest and meal period liability period.

10 43. On information and belief, Defendants also failed to accurately pay minimum wage
11 and overtime pay owed to Plaintiff and Aggrieved Employees by failing to compensate them for
12 15 to 20 minutes travel time to their first location and 15 to twenty minutes travel time at the end
13 of the day.

14 44. Upon information and belief, Defendants failed to provide accurate itemized wage
15 statements to Plaintiff and Aggrieved Employees as the wage statements provided failed to
16 accurately account for all hours worked. Further, Defendants failed to provide accurate wage
17 statements as Defendants' wage statements do not identify premium pay or pay period start dates
18 as required by Labor Code § 226.

19 45. Upon information and belief, Defendants failed to reimburse and/or indemnify
20 Plaintiff and Aggrieved Employees for all necessary expenditures incurred including Aggrieved
21 Employees use of personal cell phones to discharge their work-related duties and failing to cover
22 travel costs of Plaintiff and Aggrieved Employees.

23 46. Upon information and belief, Defendants failed to keep accurate records pursuant to
24 Labor Code § 1174.5.

25 44. Upon information and belief, Defendants knew and or should have known that it is
26 improper to implement policies and commit unlawful acts such as:

- 27 (a) requiring employees to work over eight (8) hours in a day and forty (40)
28 hours in a work week without being provided the required overtime pay;

- 1 (b) requiring employees to perform work subject to the control of the Defendant
2 without being compensated at least minimum wages;
- 3 (c) requiring employees to work four (4) hours or a major fraction thereof
4 without being provided a minimum ten (10) minute rest period and without
5 compensating the employees with one (1) hour of pay at the employees'
6 regular rate of compensation for each workday that a rest period was not
7 provided;
- 8 (d) requiring employees to work in excess of five (5) hours or ten (10) hours per
9 day without being provided an uninterrupted thirty- minute meal period
10 and/or a second meal period, and without compensating employees with one
11 (1) hour of pay at the regular rate of compensation for each workday that
12 such a meal period was not provided;
- 13 (e) requiring deductions for travel time, while under Defendants' control, daily
14 and without compensation;
- 15 (f) requiring employees to incur necessary business expenses without
16 indemnification and/or reimbursement, including unlawful deductions from
17 employees pay;
- 18 (g) failing to pay all wages earned during the regular pay period;
- 19 (h) failing to pay all wages earned upon separation from Defendants' employ;
20 and
- 21 (i) failing to provide accurate itemized wage statements.

22 45. In addition to the violations above, and on information and belief, Defendants knew
23 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein,
24 and that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
25 recklessly, and/or intentionally failed to do so.

26 **V. REPRESENTATIVE CLAIMS**

27 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

1 46. Plaintiff incorporates by reference and re-alleges each and every allegation contained
2 above, as though fully set forth herein.

3 47. On or about June 9, 2023, Plaintiff complied with notice requirements pursuant to
4 Labor Code section 2699.3. A copy of the notice was electronically submitted to the LWDA and a
5 copy was also mailed via certified mail to Defendants indicating that they were on notice of the
6 claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed
7 and the LWDA has not indicated intent to investigate the claims and Defendants did not provide
8 notice of an attempt to cure any of the alleged violations. Therefore, Plaintiff may proceed with this
9 action in a representative capacity. The substance and violations set forth in this Complaint of which
10 the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
11 Action Complaint to the LWDA.

12 48. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff
13 brings this cause of action on behalf the general public and all non-exempt aggrieved employees,
14 acting on behalf of the California Attorney General as private attorney general.

15 49. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties due
16 and owing for which Defendants are liable due to numerous Labor Code violations as set forth in
17 this Complaint, including without limitation Labor Code section 201-203, 204, 218, 218.5, 218.6,
18 226, 266.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2802, 2802(a) and 2698
19 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et*
20 *seq.*

21 50. At all times relevant, Plaintiff and all other aggrieved employees regularly
22 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
23 rest break requirements of the applicable IWC wage order and the Labor Code.

24 51. Defendants violated Labor Code sections 510, 558, and 1194 by failing to accurately
25 pay overtime wages as discussed above due to Defendants' unlawful off the clock policy and failure
26 to pay all hours worked in excess of eight hours in a day and/or 40 hours in a workweek. Therefore,
27 Defendants violated section 510, 558 and 1194 by not compensating its Non- Exempt Employees for
28 work performed in excess of eight hours (8) in a day or forty hours in a work week (40). Section

1 510 of the Labor Code codifies the right to overtime compensation at the rate of one and one-half
2 times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40)
3 hours in a work week.

4 52. Defendants also violated Labor Codes sections 200, 1194, and 1197 for failing to pay
5 minimum wages as described above. Labor Code §1197 provides that employees are to be paid
6 minimum wage for each hour worked and cannot be averaged and/or payment of a lesser wage than
7 the established is unlawful.

8 53. Defendants violated Labor Code sections 512 and 226.7 for failing to provide timely,
9 uninterrupted meal periods and requiring unlawful on duty meal periods, or compensation in lieu
10 thereof. Pursuant to Labor Code section 512, no employer shall employ an employee for a work
11 period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes
12 in which the employee is relieved of all of his or her duties.

13 54. Defendants failed to provide Plaintiff and all other aggrieved employees
14 uninterrupted duty free first meal periods of not less than thirty (30) minutes. Defendants
15 implemented and enforced policies and practices which required employees to work during their
16 meal periods, to forego their meal periods, and/or to return to work from meal periods prior to thirty
17 (30) uninterrupted minutes. As a proximate result of the aforementioned violations, Plaintiff and all
18 other Aggrieved Employees have been damaged in an amount according to proof at time of trial.

19 55. Plaintiff, and on information and belief, all aggrieved employees, were systematically
20 not permitted or authorized to take one ten-minute rest period for every four hours worked or major
21 fraction thereof, which is a violation of the Labor Code and IWC wage order 16-2001, section 11.
22 On shifts where Plaintiff and aggrieved employees worked in excess of three and a half hours, they
23 were routinely not permitted or authorized to take lawful rest periods. Plaintiff, and on information
24 and belief, aggrieved employees, were not compensated with one hour of wages for every day in
25 which a rest period was missed, untimely or cut short as a result of Defendants' policies, practices,
26 or work demands. By failing to authorize and permit a ten-minute rest period for every four hours or
27 major fraction thereof worked per day, and by failing to provide compensation for such unprovided
28

rest periods as alleged above, Defendants willfully violated the provisions of Labor Code sections 226.7, 512 and the applicable IWC Wage Order.

56. Plaintiff, and on information and belief, aggrieved employees, were required to conduct work related activities on their personal cell phones for which they were not reimbursed. Additionally, Defendants failed to reimburse aggrieved employees, including Plaintiff for all travel related expenses.

57. On information and belief, Defendants failed to provide accurate itemized wage statements pursuant to Labor Code section 226 which failed to include, all hours worked, including off the clock, overtime and the accurate overtime rate, and the lawful meal and rest period premiums earned, which are due and owing to Plaintiff and the aggrieved employees. As a result, Plaintiff and Aggrieved Employees were harmed as they are unable to determine if they were appropriately compensated for all hours worked.

58. On information and belief, Defendants failed to maintain accurate records as required by Labor Code section 1174.5.

59. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours worked.

60. Plaintiff and the Representative Aggrieved Employees are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

Dated: August 31, 2023

MAKAREM & ASSOCIATES, APLC

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