

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
Kelli D. Pribble (SBN: 349552)
kpribble@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: (562) 590-5550
Facsimile No.: (562) 590-8400

Attorneys for Plaintiff JUAN M. LOPEZ TREJO, on behalf of himself and
Others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

JUAN M. LOPEZ TREJO, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

NATIONWIDE ELECTRICAL
CONTRACTORS CORP., a California
Limited Liability Company; and DOES 1
through 50, respectively,

Defendants.

Case No.: **CVRI 2305999**

PAGA ACTION

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment

1 Plaintiff JUAN M. LOPEZ TREJO (hereinafter "Mr. Trejo" or "Plaintiff") on behalf of
2 himself and all others similarly situated, complain and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein ("Aggrieved Employees") by
6 Defendant NATIONWIDE ELECTRICAL CONTRACTORS CORP ("Defendant").

7 2. The term "RELEVANT TIME PERIOD" or "TIME PERIOD" is defined as one
8 (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff reserves the right to
9 amend this complaint to reflect a different "Time Period" as further discovery is conducted.

10 3. Plaintiff, individually and on behalf of all Aggrieved Employees, seeks relief
11 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
12 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to provide
13 rest periods or premium compensation in lieu thereof; (4) failure to provide accurate itemized
14 wage statements; and (5) failure to pay wages due upon termination of employment.

15 4. At all relevant times herein, Defendant has consistently maintained and enforced
16 the following unlawful policies and practices against Plaintiff:

- 17 (a) Willfully refusing to pay all hours worked, including both regular and overtime
18 wages;
19 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
20 lieu thereof;
21 (c) Willfully refusing to permit rest periods or providing compensation in lieu
22 thereof;
23 (d) Willfully refusing to furnish accurate itemized wage statements upon payment of
24 wages; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

26 **JURISDICTION AND VENUE**

27 5. This Court has subject matter jurisdiction over the causes of action alleged in this
28 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

2 6. Venue is proper in this Judicial district and the County of Riverside because
3 Defendant maintains their locations and transact business in this county, the obligations and
4 liability arise in this county, and work was performed by Plaintiff and members of the proposed
5 class made the subject of this action in the County of Riverside, California.

6 7. The California Superior Court has jurisdiction in the matter because the individual
7 claims are under the Seventy-Five Thousand Dollar (\$75,000.00) jurisdictional threshold for
8 Federal Court and upon information and belief Plaintiff is a resident of and/or domiciled in the
9 State of California.

10 8. Further, there is no federal question at issue as the issues herein are based solely
11 on California Statutes and law including the California Labor Code, Industrial Welfare
12 Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions
13 Code.

14 **THE PARTIES**

15 **A. Plaintiff**

16 9. Plaintiff was employed by Defendant from March 9, 2020 through September 2,
17 2022, as a driver. Plaintiff was primarily responsible for transporting goods throughout the states
18 of California, Nevada, Arizona, and New Mexico. Plaintiff was also responsible for
19 troubleshooting electrical wires, boxes, and outlets, as Defendant requested.

20 **B. Defendants**

21 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant
22 NATIONWIDE ELECTRICAL CONTRACTORS CORP. is a California corporation that is
23 and/or was the employer of Plaintiff and similarly situated employees during the Relevant Time
24 Period. On information and belief, and based thereon, Plaintiff alleges that Defendant is registered
25 and doing business in good standing in California.

26 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
28 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant

1 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
2 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
3 are alter egos, joint employers and conspire with one another to increase profits by engaging in
4 the conduct described in this complaint.

5 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
6 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
7 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
8 below was acting, at least in part, within the course and scope of that authority as such agent,
9 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
10 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
11 are legally attributable to the other Defendants.

12 **PAGA ADMINISTRATIVE PREREQUISITE**

13 13. Plaintiff brings this case as a representative action seeking penalties for the State
14 of California in a representative capacity, as provided by the Private Attorney General Act, Labor
15 Code section 2698 et seq. ("PAGA"), as an aggrieved employee that was employed by Defendant
16 and did not receive all wages due, was not paid minimum wages, was not paid overtime, was not
17 provided with accurate wage statements, and was not able to take lawful meal and rest breaks or
18 receive premium compensation in lieu thereof.

19 14. Prior to filing this complaint, on August 31, 2023, Plaintiff gave written notice by
20 certified electronic mail to the Labor and Workforce Development Agency ("LWDA") and to
21 Defendant of the specified provisions alleged to have been violated, including the facts and
22 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
23 correct copy of Plaintiff's original letter sent to the LWDA is attached hereto as **Exhibit A**.

24 15. More than sixty-five (65) days have passed since Plaintiff submitted his August
25 31, 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
26 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
27 Plaintiff further has received no notice of Defendant's intent to cure any of the alleged violations.
28

1 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
2 to his August 31, 2023, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to pay Plaintiff and the Aggrieved Employees regular
7 wages, overtime compensation, meal and rest break premiums, and other statutory benefits
8 mandated by California.

9 17. Throughout the Relevant Time Period, Defendants employed Plaintiff and the
10 Aggrieved Employees in non-exempt positions throughout California. Plaintiff and Aggrieved
11 Employees were employed by Defendant in positions that are paid at an hourly rate less than
12 twice that of the state minimum wage and remain under the direct control and supervision of
13 Defendants. Accordingly, these positions remain non-exempt from California's wage and hour
14 laws yet Defendants fail to pay overtime, provide meal and rest breaks and otherwise pay all
15 wages due to these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendants were advised by skilled lawyers, employees and other
20 professionals who were knowledgeable about California's wage and hour laws, employment and
21 personnel practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
24 all hours worked, including minimum, regular, and overtime wages, and that they were not
25 receiving all wages earned for work that was required to be performed. In violation of the Labor
26 Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved Employees earned
27 wages by failing to compensate Plaintiff and Aggrieved Employees the mandatory minimum
28 wage. Defendants also failed to pay Plaintiff and Aggrieved Employees at the requisite overtime

1 and double time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
2 per workday. Due to Defendant's policy and practice of assigning Plaintiff and Plaintiff Class to
3 driving routes that could not be reasonably completed within eight (8) hours, Plaintiff and Plaintiff
4 Class members would be required to either forgo and end their meal and or rest break prior to the
5 legal requisite amount of time legally required time period for their meal and/or rest breaks.

6 21. Plaintiff alleges that Defendants failed to compensate him and Aggrieved
7 Employees at the legally mandated wage rates for all hours worked. Plaintiff and Aggrieved
8 Employees performed work off-the-clock, during overtime periods and during meal periods and
9 regularly and frequently worked beyond the eighth (8th) hour of their shift. Plaintiff and Aggrieved
10 Employees frequently worked over eight (8) hours per day and/or forty (40) hours per week.
11 Defendants failed to compensate Plaintiff and Aggrieved Employees the legally mandated
12 overtime rate for all work performed over eight (8) hours per day and/or forty (40) hours per week
13 by, among other things, failing to provide Plaintiff and Plaintiff Class members with timely
14 uninterrupted meal periods or premium compensation in lieu of a compliant meal period. Further,
15 Defendant automatically deducted meal and rest periods, regardless if Plaintiff or Plaintiff Class
16 had taken them. Due to Defendant's policy and practice of assigning Plaintiff and Plaintiff Class
17 to driving routes that could not be reasonably completed within eight (8) hours, Plaintiff and
18 Plaintiff Class members would be required to either forgo and end their meal and or rest break
19 prior to the legal requisite amount of time legally required time period for their meal and/or rest
20 breaks. By failing to pay all wages owed to Plaintiff and Aggrieved Employees including failure
21 to pay minimum wage and/or overtime wages, Defendants further failed to pay all earned and
22 unpaid wages to their employees upon separation of employment.

23 22. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
24 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
25 (1½) times the employee's base rate of pay. Similarly, all excess hours over twelve (12) hours in
26 a day were required to be compensated at a rate of two times the employee's base rate of pay.
27 Defendant's failure to provide Plaintiff and Aggrieved Employees any pay whatsoever for off-
28 the-clock hours worked therefore necessarily resulted in overtime violations as well.

23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy of not providing proper meal periods. Plaintiff and Aggrieved Employees missed their meal periods, took them late, or had them interrupted by Defendants. Due to Defendant's policy and practice of assigning Plaintiff and Plaintiff Class to driving routes that could not be reasonably completed within eight (8) hours, Plaintiff and Plaintiff Class members would be required to either forgo and end their meal and or rest break prior to the legal requisite amount of time legally required time period for their meal and/or rest breaks. As a result of Defendant's daily work requirements, demands, and unlawful policies, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did not receive a timely, uninterrupted thirty (30) minute off-duty meal period. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive all paid rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when a rest period was missed, interrupted, or shortened. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of requiring Plaintiff and Aggrieved Employees Due to Defendant's policy and practice of assigning Plaintiff and Plaintiff Class to driving routes that could not be reasonably completed within eight (8) hours, Plaintiff and Plaintiff Class members would be required to either forgo and end their meal and or rest break prior to the legal requisite amount of time legally required time period for their meal and/or rest breaks.

24. Due to Defendant's policy and practices which prioritized work tasks over rest period compliance, Plaintiff and Aggrieved Employees missed rest periods, or received them untimely.

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1 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
3 wage statements that accurately showed their actual hours worked, total hours worked, number
4 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per
5 pay period in accordance with California law. In violation of the Labor Code, Plaintiff and
6 Aggrieved Employees were not provided with accurate itemized wage statements showing their
7 rate of pay, the actual hours worked, correct premium wages earned per pay period, as well as the
8 total hours work per pay period.

9 26. Defendants also failed to keep accurate payroll records and failed to provide
10 Plaintiff and Aggrieved Employees members with complete and accurate itemized wage
11 statements showing actual hours worked and premium wages earned per pay period due to their
12 failure to pay all wages owed as described herein.

13 27. By failing to include on Plaintiff and Aggrieved Employees' paystubs all owed
14 meal and rest premium pay, and all minimum wage and overtime and double-time owed,
15 Defendant failed to keep accurate payroll records and failed to provide Plaintiff and Aggrieved
16 Employees with complete and accurate wage statements.

17 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
18 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
19 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
20 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
21 time periods, upon separation of employment.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
24 **OVERTIME**

25 **(Plaintiff Against All Defendants)**

26 29. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

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1 30. Any work in excess of eight hours in any workday and any work in excess of forty
2 (40) hours in a workweek shall be compensated at a rate of no less than one and one-half (1 ½)
3 times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 4-2001,
4 Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated at the
5 rate of twice the regular rate of pay for an employee. (*Ibid.*)

6 31. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
7 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees
8 minimum wage for all hours worked and overtime premium for hours worked in excess of over
9 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendant.
10 In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and
11 policy of assigning Plaintiff and Plaintiff Class to driving routes that could not be reasonably
12 completed within eight (8) hours, Plaintiff and Plaintiff Class members would be required to
13 either forgo and end their meal and or rest break prior to the legal requisite amount of time legally
14 required time period for their meal and/or rest breaks. As a result of Defendant's daily work
15 requirements, demands, and unlawful policies, Plaintiff and Aggrieved Employees did not receive
16 all meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
17 Employees' regular rate of pay when they did not receive a timely, uninterrupted 30- minute off-
18 duty meal period.

19 32. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner
20 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
21 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
22 forty (40) hours per week.

23 33. Plaintiff and Aggrieved Employees were also frequently required to work through
24 meal periods for which Defendant required at least thirty (30) minutes be deducted from the time
25 recorded, resulting in additional unpaid wages. Additional time was worked by Plaintiff and
26 Aggrieved Employees that they were not permitted to record on time records also resulting in
27 unpaid wages.

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1 34. Since the LWDA has not indicated that it will be investigating more than sixty-
2 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
3 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
4 California, will seek any and all penalties otherwise capable of being collected by the Labor
5 Commission, the LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This
6 includes each of the following, as set forth in Labor Code section 2699.5, which provides that
7 section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510
8 and 1194.

9 35. Plaintiff is informed and believes that Defendant has violated, and continues to
10 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
11 minimum wages and overtime.

12 36. Plaintiff, as a personal representative of the general public, will and does seek to
13 recover any and all penalties for each and every violation shown to exist or to have occurred
14 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
15 otherwise only available to public agency enforcement actions. Funds recovered will be
16 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties
17 recovered being reimbursed to the LWDA.

18 37. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees and
19 costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
20 interest.

21 **SECOND CAUSE OF ACTION**
22 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
23 **PREMIUM COMPENSATION IN LIEU THEREOF**
24 **(Plaintiff against All Defendants)**

25 38. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
26 fully set forth herein.

27 39. Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001, Sect. 11
28 provides that no employer shall employ any person for a work period of more than five (5) hours

1 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes
2 or employ any person for a work period of more than ten (10) hours without a second meal period
3 of not less than thirty (30) minutes.

4 40. Labor Code section 226.7 provides that if an employer fails to provide an
5 employee a meal period in accordance with this section, the employer shall pay the employee one
6 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
7 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
8 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
9 relieving employees from all work duties during meal periods thereby preventing employees from
10 taking legally compliant meal periods.

11 41. At all relevant times, Plaintiff and Aggrieved Employees have worked shifts of
12 more than five (5) hours in a workday.

13 42. The burden to prove that a meal or rest period violation has occurred normally
14 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
15 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
16 presumption of meal and rest period violations is created, shifting the burden to the employer to
17 prove that meal and rest period violations did not occur.

18 43. Defendant failed to schedule non-exempt employees adequately to reasonably
19 ensure Plaintiff and Aggrieved Employees could take and/or receive such meal periods within the
20 statutory timeframe. Due to Defendant's policy and practice of assigning Plaintiff and Plaintiff
21 Class to driving routes that could not be reasonably completed within eight (8) hours, Plaintiff
22 and Plaintiff Class members would be required to either forgo and end their meal and or rest break
23 prior to the legal requisite amount of time legally required time period for their meal and/or rest
24 breaks. As a result of Defendant's daily work requirements, demands, and unlawful policies,
25 Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one (1)
26 additional hour of pay at Plaintiff and Aggrieved Employees' regular rate of pay when they did
27 not receive a timely, uninterrupted 30-minute off-duty meal period.

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1 44. Defendant denied Plaintiff and Aggrieved Employees duty-free meal periods, as a
2 result, Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work
3 during their meal periods. In so doing, Defendant has intentionally and improperly denied meal
4 periods to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512
5 and other regulations and statutes.

6 45. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
7 and Aggrieved Employees.

8 46. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
9 than five (5) hours in a workday.

10 47. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
11 worked more than ten (10) hours in a workday.

12 48. Pursuant to Labor Code section 226.7, Plaintiff and Aggrieved Employees are
13 entitled to damages equal to one (1) hour of wages at their regular rate of pay for each missed
14 meal break, in an amount according to proof.

15 49. At all times relevant hereto, Defendant, failed to offer or to schedule non-exempt
16 positions in a manner so as to reasonably provide meal and/or work free meal period as required
17 by Labor Code sections 226.7 and 512.

18 50. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
19 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
20 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
21 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
22 ascertained according to proof at trial.

23 51. Further, Defendant's failure to maintain accurate records of the meal periods taken
24 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
25 and shifts the burden to Defendant to prove they did not occur.

26 52. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
27 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
28 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well

as the assessment of any civil penalties against Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.

53. Since the LWDA has not indicated that it will be investigating and sixty-five (65) days have passed since Plaintiff mailed his letter, and because Defendant took no corrective action to remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

54. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

55. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR

PREMIUM COMPENSATION IN LIEU THEREOF

(Plaintiff against All Defendants)

56. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

57. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

58. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide an employee with rest periods in accordance with this section, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
2 that the rest period is not provided.

3 59. Defendant, and each of them, failed and or refused to implement a relief system
4 by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest
5 periods. In violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice,
6 and policy of not providing proper meal periods. Plaintiff and Aggrieved Employees missed their
7 meal periods, took them late, or had them interrupted by Defendants. Due to Defendant's policy
8 and practice of assigning Plaintiff and Plaintiff Class to driving routes that could not be reasonably
9 completed within eight (8) hours, Plaintiff and Plaintiff Class members would be required to
10 either forgo and end their meal and or rest break prior to the legal requisite amount of time legally
11 required time period for their meal and/or rest breaks. As a result of Defendant's daily work
12 requirements, demands, and unlawful policies, Plaintiff and Aggrieved Employees did not receive
13 all meal or rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved
14 Employees' regular rate of pay when they did not receive timely, uninterrupted rest breaks.

15 60. Defendant denied Plaintiff and Aggrieved Employees duty free rest periods by
16 interrupting Plaintiff and Aggrieved Employees' rest periods. By and through their actions,
17 Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and
18 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

19 61. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
20 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
21 together in violation of Labor Code section 226.7 and 512.

22 62. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
23 Aggrieved Employees.

24 63. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
25 more than four (4) hours in a workday.

26 64. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
27 and Aggrieved Employees as a result of their routes scheduled by Defendant, Plaintiff and
28 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are

1 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
2 ascertained according to proof at trial.

3 65. Plaintiff, by virtue of Plaintiff's employment with Defendant, Defendant's failure
4 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of
5 requiring employees to work through their rest periods without receiving compensation in lieu
6 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
7 satisfied all prerequisites to serve as a representative of the general public to enforce California's
8 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

9 66. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
10 recovery of meal period compensation pursuant to Labor Code sections 226.7 and 558,
11 subdivision (a), which they are owed beginning one (1) year prior to filing this complaint as well
12 as the assessment of any civil penalties against Defendants, and each of them, in a sum as provided
13 by the Labor Code and/or other statutes. Plaintiff, as a representative of the people of the State of
14 California, will seek any and all penalties otherwise capable of being collected by the Labor
15 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
16 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
17 alleged violation of the following provisions: 226.7 and 512.

18 67. Plaintiff, as a personal representative of the general public, will and does seek to
19 recover any and all penalties for each and every violation shown to exist or to have occurred
20 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
21 otherwise only available to public agency enforcement actions. Funds recovered will be
22 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties
23 recovered being reimbursed to the LWDA.

24 68. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
25 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
3 **WAGE STATEMENTS**

4 **(Plaintiff against All Defendants)**

5 69. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
6 preceding paragraphs of this complaint as if fully set forth herein.

7 70. Labor Code section 226, subdivision (a), states in pertinent part that, “every
8 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
9 employees, either as a detachable part of the check, draft, or voucher paying the employee’s
10 wages, or separately when wages are paid by personal check or cash, an accurate itemized
11 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
12 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
13 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
14 only the last four digits of his or her social security number or an employee identification number
15 other than a social security number; (8) the name and address of the legal entity that is the
16 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
17 number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

18 71. Defendant knowingly and intentionally failed to provide timely and accurate
19 itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code
20 section 226, subdivision (a), by failing to record the accurate number of hours worked, the
21 accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the
22 accurate net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
23 Employees.

24 72. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
25 section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the
26 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
27 violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

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73. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75%) of the penalties recovered being reimbursed to the LWDA.

74. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Plaintiff against All Defendants)

75. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

76. Plaintiff and certain members of the Aggrieved Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

77. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved Employees wages owed as a result of Defendant's failure to provide meal and/or rest periods as well as pay both minimum and overtime compensation owed for work performed for Defendant.

78. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee with standing to bring an action under the PAGA and has suffered injury as to one or more violations committed by Defendant. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

79. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.

1 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
2 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
3 201-203, 226, 226.7, 510, 512, 1174, and 1194.

4 80. Plaintiff, as a personal representative of the general public, will and does seek to
5 recover any and all penalties for each and every violation shown to exist or to have occurred
6 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
7 otherwise only available to public agency enforcement actions. Funds recovered will be
8 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties
9 recovered being reimbursed to the LWDA.

10 81. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and
11 costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff and Aggrieved Employees pray for judgment as follows:

14 1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee
15 as provided by law, including, but not limited to, those civil penalties provided by statute,
16 provided by PAGA and for unpaid wages pursuant to Labor Code section 558;

17 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
18 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;

19 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision
20 (g), and any other statutory basis; and

21 4. For all such other and further relief as the Court may deem just and proper.

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23 Dated: November 7, 2023

MAHONEY LAW GROUP, APC

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25 

26 Kevin Mahoney, Esq.
27 Kelli Pribble, Esq.
28 Attorneys for Plaintiff

EXHIBIT A



Kelli Pribble, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kpribble@mahoney-law.net

August 31, 2023

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL #7019 0700 0001 7488 3508

Nationwide Electrical Contractors Corp.
Jeremy Schuster
3594 Armourdale Avenue
Long Beach, CA 90808

Re: *Juan M. Lopez Trejo v. Nationwide Electrical Contractors Corp.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency and Nationwide Electrical Contractors Corp.

From: *Juan M. Lopez Trejo*, on behalf of himself and similarly aggrieved employees who were subject to the Employers' wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of *Juan M. Lopez Trejo* ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Nationwide Electrical Contractors Corp. ("Employer") employs individuals who perform electrical services and installations for industrial and commercial clients. Employer violated various sections of the Labor Code, including, but not limited, to sections 201, 201.3, 202, 203, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1197 and 2802 by: failing to provide Employee and all other aggrieved employees all wages for all hours worked; failing to pay Employee and all other aggrieved employees minimum wage; failing to pay Employee and all other aggrieved employee overtime wages; failing to authorize and permit Employee and all other aggrieved employees rest periods or premium wages in lieu thereof; failing to provide Employee

and all other aggrieved employees with meal periods or premium wages in lieu thereof; failing to provide Employee and all other aggrieved employees with accurate itemized wage statements; and failing to reimburse employees for all business expenditures.

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Specifically, Employer maintained a policy and practice of discouraging Employees from reporting overtime despite routinely assigning employees to delivery driving shifts that exceeded eight (8) hours. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Employer failed to pay all overtime worked at the legally mandated overtime rate. As such, Employee and other aggrieved employees were not compensated the legally mandated wage rate for the time worked during these periods. Employer's conduct is in violation of Labor Code sections 294, 510, and 1194, and is actionable under PAGA.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employer maintained a policy and practice of automatically deducting meal periods regardless of whether a meal period was taken. Employee and aggrieved employees were frequently unable to take an off-duty, 30-minute, uninterrupted meal period before the fifth (5th) hour worked or were not provided with meal periods at all. When Employee and aggrieved employees were not able to take a 30-minute, uninterrupted meal period before the fifth (5th) hour worked, Employer did not pay them an additional hour of pay in violation of Labor Code section 226.7(c). Employee and aggrieved employees were also not paid for time worked during meal periods as Employer deducted thirty (30) minutes as if the full meal break had been taken. Employer's conduct is in violation of Labor Code sections 226.7, 512, 1174, 1194 and IWC Wage Order 4-2001.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, including time spent going through Defendant's security checks and premium wages earned per pay period. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

Pursuant to Labor Code section 2802, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Employer required Employee and aggrieved employees to utilize their personal cellular devices every day to communicate with supervisors and clients but were not reimbursed.

As a further result of Employer's failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to Employee and all formerly employed aggrieved employees.

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Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



Kelli Pribble, Esq.

MAHONEY LAW GROUP, APC