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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DAVID BANGLEY, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

BEDON CONSTRUCTION, INC., a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: BCV-23-103251

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff David Bangley (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Kern. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California. Defendants employed Plaintiff within the State of California, County of Kern.

PARTIES

5. Plaintiff is an individual residing in the State of California, County of Kern.

6. Defendant BEDON CONSTRUCTION, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation, and at all times herein mentioned, was and is, an employer whose employees are engaged throughout the State of California, including the County of Kern.

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1 7. At all relevant times, Defendants BEDON CONSTRUCTION, INC. was the
2 “employer” of Plaintiff within the meaning of all applicable laws and statutes.

3 8. At all times herein relevant, Defendants BEDON CONSTRUCTION, INC. and
4 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
5 employers, representatives, servants, employees, successors-in-interest, co-conspirators and
6 assigns, each of the other, and at all times relevant hereto were acting within the course and
7 scope of their authority as such agents, partners, joint venturers, joint employers,
8 representatives, servants, employees, successors, co-conspirators and assigns, and all acts or
9 omissions alleged herein were duly committed with the ratification, knowledge, permission,
10 encouragement, authorization, and consent of each defendant designated herein.

11 9. The true names and capacities, whether corporate, associate, individual or
12 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
14 information and belief alleges, that each of the Defendants designated as a DOE is legally
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and
18 capacities when the same have been ascertained.

19 10. Defendants BEDON CONSTRUCTION, INC. and DOES 1 through 100 will
20 hereinafter collectively be referred to as “Defendants.”

21 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
22 affected the working conditions, wages, working hours, and conditions of employment of
23 Plaintiff and the other class members so as to make each of said Defendants employers and
24 employers liable under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 12. Plaintiff brings this action on his own behalf and on behalf of all other members
27 of the general public similarly situated, and, thus, seeks class certification under Code of Civil
28 Procedure section 382.

1 13. The proposed class is defined as follows:

2 All current and former hourly-paid or non-exempt employees who were
3 employed by Defendants within the State of California at any time during the
4 period from October 6, 2016, through September 20, 2023.

5 14. Plaintiff reserves the right to establish subclasses as appropriate.

6 15. The class is ascertainable and there is a well-defined community of interest in
7 the litigation:

8 a. Numerosity: The class members are so numerous that joinder of all class
9 members is impracticable. The membership of the entire class is
10 unknown to Plaintiff at this time. However, the class is estimated to be
11 greater than one hundred fifty (150) individuals and the identity of such
12 membership is readily ascertainable by inspection of Defendants’
13 employment records.

14 b. Typicality: Plaintiff’s claims are typical of all other class members’
15 claims as demonstrated herein. Plaintiff will fairly and adequately
16 protect the interests of the other class members with whom he has a well-
17 defined community of interest.

18 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
19 each class member, with whom he has a well-defined community of
20 interest and typicality of claims, as demonstrated herein. Plaintiff has no
21 interest that is antagonistic to the other class members. Plaintiff’s
22 attorneys, the proposed class counsel, are versed in the rules governing
23 class action discovery, certification, and settlement. Plaintiff has
24 incurred, and during the pendency of this action will continue to incur,
25 costs and attorneys’ fees, that have been, are, and will be necessarily
26 expended for the prosecution of this action for the substantial benefit of
27 each class member.

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1 d. Superiority: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation because individual joinder
3 of all class members is impractical.

4 e. Public Policy Considerations: Certification of this lawsuit as a class
5 action will advance public policy objectives. Employers of this great
6 state violate employment and labor laws every day. Current employees
7 are often afraid to assert their rights out of fear of direct or indirect
8 retaliation. However, class actions provide the class members who are
9 not named in the complaint anonymity that allows for the vindication of
10 their rights.

11 16. There are common questions of law and fact as to the class members that
12 predominate over questions affecting only individual members. The following common
13 questions of law or fact, among others, exist as to the members of the class:

14 a. Whether Defendants' failure to pay wages, without abatement or
15 reduction, in accordance with the Labor Code, was willful;

16 b. Whether Defendants failed to pay their hourly-paid or non-exempt
17 employees within the State of California for all hours worked, missed
18 meal periods and rest breaks in violation of the law;

19 c. Whether Defendants required Plaintiff and the other class members to
20 work over eight (8) hours per day and/or over forty (40) hours per week
21 and failed to pay the legally required overtime compensation to Plaintiff
22 and the other class members;

23 d. Whether Defendants properly calculated the regular rate for Plaintiff and
24 the other class members to worked overtime and earned incentive pay;

25 e. Whether Defendants deprived Plaintiff and the other class members of
26 meal and/or rest periods or required Plaintiff and the other class
27 members to work during meal and/or rest periods without compensation;

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- 1 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
2 other class members for all hours worked;
- 3 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
4 class members within the required time upon their discharge or
5 resignation;
- 6 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
7 the other class members during their employment;
- 8 i. Whether Defendants complied with wage reporting as required by the
9 Labor Code, including, *inter alia*, section 226;
- 10 j. Whether Defendants failed to reimburse class members for necessary
11 business-related expenses and costs;
- 12 k. Whether Defendants' conduct was willful or reckless;
- 13 l. Whether Defendants engaged in unfair business practices in violation of
14 Business & Professions Code section 17200, *et seq.*;
- 15 m. The appropriate amount of damages, restitution, and/or monetary
16 penalties resulting from Defendants' violation of the law; and
- 17 n. Whether Plaintiff and the other class members are entitled to
18 compensatory damages pursuant to the Labor Code.

19 **GENERAL ALLEGATIONS**

20 17. During the relevant time period set forth herein, Defendants employed Plaintiff
21 and other persons as hourly-paid or non-exempt employees within the State of California.

22 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
23 exempt employee from May 2021 to December 2021 in the State of California, County of
24 Kern.

25 19. Defendants had the authority to hire and terminate Plaintiff and the other class
26 members; to set work rules and conditions governing Plaintiff's and other class members'
27 employment; and to supervise their daily employment activities.

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1 20. Defendants exercised sufficient authority over the terms and conditions of
2 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and
3 the other class members.

4 21. Defendants directly hired and paid wages and benefits to Plaintiff and the other
5 class members.

6 22. Defendants continue to employ hourly-paid or non-exempt employees within the
7 State of California.

8 23. Plaintiff and the other class members worked over eight (8) hours in a day,
9 and/or forty (40) hours in a week during their employment with Defendants.

10 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
12 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
13 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of
14 the law.

15 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 certain wages for overtime compensation and that Plaintiff and the other class members were
18 not receiving wages for overtime compensation.

19 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to provide Plaintiff and the other class members the required rest and meal periods
21 during the relevant time period as required under the Industrial Welfare Commission Wage
22 Orders and thus they are entitled to any and all applicable penalties.

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1 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 all timely and complete meal periods or payment of one additional hour of pay at Plaintiff's
4 and the other class members' regular rate of pay when a meal period was missed, late or
5 interrupted, and that Plaintiff and the other class members did not receive all timely and proper
6 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
7 period was missed.

8 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knew or should have known that Plaintiff and other class members were entitled to receive all
10 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
11 and the other class members' regular rate of pay when a rest period was missed, late or
12 interrupted, and that Plaintiff and the other class members did not receive all rest periods or
13 payment of one additional hour of pay at their regular rate of pay when a rest period was
14 missed.

15 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and the other class members were entitled to receive
17 at least minimum wages for compensation and that Plaintiff and the other class members were
18 not receiving at least minimum wages for all hours worked.

19 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the other class members were entitled to receive
21 the wages owed to them upon discharge or resignation, including overtime and minimum
22 wages and meal and rest period premiums, and that Plaintiff and the other class members did
23 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

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1 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members were entitled to receive
3 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiff and
4 the other class members did not receive complete and accurate wage statements from
5 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
6 hours worked by Plaintiff and the other class members.

7 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to
9 reimbursement for necessary business-related expenses.

10 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Defendants had to keep complete and accurate payroll records
12 for Plaintiff and the other class members in accordance with the law, but, in fact, did not keep
13 complete and accurate payroll records for Plaintiff and the other class members.

14 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiff and the other class
16 members pursuant to the law, and that Defendants had the financial ability to pay such
17 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
18 represented to Plaintiff and the other class members that they were properly denied wages, all
19 in order to increase Defendants' profits.

20 35. During the relevant time period set forth herein, Defendants failed to pay
21 overtime wages to Plaintiff and the other class members for all hours worked. Plaintiff and
22 other class members were required to work more than eight (8) hours per day and/or forty (40)
23 hours per week without overtime compensation.

24 36. During the relevant time period set forth herein, Defendants failed to provide the
25 requisite uninterrupted and timely meal and rest periods to Plaintiff and the other class
26 members.

27 37. During the relevant time period set forth herein, Defendants failed to pay
28 Plaintiff and the other class members at least minimum wages for all hours worked.

1 46. The applicable IWC Wage Order further provides that Defendants are and were
2 required to pay Plaintiff and the other class members overtime compensation at a rate of two
3 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

4 47. Labor Code section 510 codifies the right to overtime compensation at one-and-
5 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
6 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,
7 and overtime compensation at twice the regular hourly rate for hours worked in excess of
8 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

9 48. During the relevant time period set forth herein, Plaintiff and the other class
10 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
11 week.

12 49. During the relevant time period set forth herein, Defendants intentionally and
13 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

14 50. Defendants' failure to pay Plaintiff and the other class members the unpaid
15 balance of overtime compensation, as required by the laws, violates the provisions of Labor
16 Code sections 510 and 1198 and is unlawful.

17 51. Pursuant to Labor Code section 1194, Plaintiff and the other class members are
18 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
19 fees.

20 **SECOND CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 226.7 and 512(a))**

22 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

23 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
24 through 51, and each and every part thereof with the same force and effect as though fully set
25 forth herein.

26 53. During the relevant time period set forth herein, the IWC Wage Order and Labor
27 Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members'
28 employment by Defendants.

1 54. During the relevant time period set forth herein, Labor Code section 226.7
2 provides that no employer shall require an employee to work during any meal or rest period
3 mandated by an applicable order of the IWC Wage Order.

4 55. During the relevant time period set forth herein, the applicable IWC Wage
5 Order and Labor Code section 512(a) provide that an employer may not require, cause or
6 permit an employee to work for a work period of more than five (5) hours per day without
7 providing the employee with a meal period of not less than thirty (30) minutes, except that if
8 the total work period per day of the employee is no more than six (6) hours, the meal period
9 may be waived by mutual consent of both the employer and employee.

10 56. During the relevant time period set forth herein, the applicable IWC Wage
11 Order and Labor Code section 512(a) further provide that an employer may not require, cause,
12 or permit an employee to work for a work period of more than ten (10) hours per day without
13 providing the employee with a second uninterrupted meal period of not less than thirty (30)
14 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
15 meal period may be waived by mutual consent of the employer and the employee only if the
16 first meal period was not waived.

17 57. During the relevant time period set forth herein, Plaintiff and the other class
18 members who were scheduled to work for a period of time no longer than six (6) hours, and
19 who did not waive their legally-mandated meal periods by mutual consent, were required to
20 work for periods longer than five (5) hours without an uninterrupted meal period of not less
21 than thirty (30) minutes and/or without a rest period.

22 58. During the relevant time period set forth herein, Plaintiff and the other class
23 members who were scheduled to work for a period of time no longer than twelve (12) hours,
24 and who did not waive their legally-mandated meal periods by mutual consent, were required
25 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less
26 than thirty (30) minutes and/or without a rest period.

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1 59. During the relevant time period set forth herein, Plaintiff and the other class
2 members who were scheduled to work for a period of time in excess of six (6) hours were
3 required to work for periods longer than five (5) hours without an uninterrupted meal period of
4 not less than thirty (30) minutes and/or without a rest period.

5 60. During the relevant time period set forth herein, Plaintiff and the other class
6 members who were scheduled to work for a period of time in excess of twelve (12) hours were
7 required to work for periods longer than ten (10) hours without an uninterrupted meal period of
8 not less than thirty (30) minutes and/or without a rest period.

9 61. During the relevant time period set forth herein, Defendants intentionally and
10 willfully required Plaintiff and the other class members to work during meal periods and failed
11 to compensate Plaintiff and the other class members the full meal period premium for work
12 performed during meal periods.

13 62. During the relevant time period set forth herein, Defendants failed to pay
14 Plaintiff and the other class members the full meal period premium due pursuant to Labor
15 Code section 226.7.

16 63. Defendants' conduct violates applicable IWC Wage Order and Labor Code
17 sections 226.7 and 512(a).

18 64. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b),
19 Plaintiff and the other class members are entitled to recover from Defendants one additional
20 hour of pay at the employee's regular rate of compensation for each workday that the meal or
21 rest period is not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

25 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 64, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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1 66. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and Labor Code section 226.7 were applicable to Plaintiff's and the other class
3 members' employment by Defendants.

4 67. During the relevant time period set forth herein, Labor Code section 226.7
5 provides that no employer shall require an employee to work during any rest period mandated
6 by an applicable order of the IWC Wage Order.

7 68. During the relevant time period set forth herein, the applicable IWC Wage
8 Order provides that "[e]very employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period" and that the
10 "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
11 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is
12 less than three and one-half (3 ½) hours.

13 69. During the relevant time period set forth herein, Defendants required Plaintiff
14 and the other class members to work four (4) or more hours without authorizing or permitting a
15 ten (10) minute rest period per each four (4) hour period worked.

16 70. During the relevant time period set forth herein, Defendants willfully required
17 Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and
18 the other class members the full rest period premium for work performed during rest periods.

19 71. During the relevant time period set forth herein, Defendants failed to pay
20 Plaintiff and the other class members the full rest period premium due pursuant to Labor Code
21 section 226.7.

22 72. Defendants' conduct violates applicable IWC Wage Orders and Labor Code
23 section 226.7.

24 73. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b),
25 Plaintiff and the other class members are entitled to recover from Defendants one additional
26 hour of pay at the employees' regular hourly rate of compensation for each workday that the
27 rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194 and 1197)**

3 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

4 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 73 and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 75. During the relevant time period set forth herein, Labor Code sections 1194 and
8 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser
9 wage than the minimum so fixed, is unlawful.

10 76. During the relevant time period set forth herein, Defendants failed to pay
11 minimum wages to Plaintiff and the other class members as required, pursuant to Labor Code
12 sections 1194 and 1197.

13 77. Defendants' failure to pay Plaintiff and the other class members the minimum
14 wage as required violates Labor Code sections 1194 and 1197. Pursuant to those sections,
15 Plaintiff and other class members are entitled to recover the unpaid balance of their minimum
16 wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an
17 amount equal to the wages unlawfully unpaid and interest thereon.

18 78. Pursuant to Labor Code section 1194.2, Plaintiff and the other class members
19 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
20 and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201 and 202)**

23 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

24 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
25 through 78, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

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1 80. During the relevant time period set forth herein, Labor Code sections 201 and
2 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
3 time of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
6 intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

8 81. During the relevant time period set forth herein, Defendants intentionally and
9 willfully failed to pay Plaintiff and the other class members who are no longer employed by
10 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
11 Defendants' employ.

12 82. Defendants' failure to pay Plaintiff and the other class members who are no
13 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
14 of their leaving Defendants' employ, is in violation of Labor Code sections 201 and 202.

15 83. Labor Code section 203 provides that if an employer willfully fails to pay wages
16 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
17 as a penalty from the due date thereof at the same rate until paid or until an action is
18 commenced; but the wages shall not continue for more than thirty (30) days.

19 84. Plaintiff and the other class members are entitled to recover from Defendants the
20 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
21 provided by Labor Code section 203.

22 **SIXTH CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226(a))**

24 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

25 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
26 through 84, and each and every part thereof with the same force and effect as though fully set
27 forth herein.

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1 86. During the relevant time period set forth herein, Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
4 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
5 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
6 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
8 his or her social security number, (8) the name and address of the legal entity that is the
9 employer, and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee. The deductions
11 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
12 showing the month, day, and year, and a copy of the statement or a record of the deductions
13 shall be kept on file by the employer for at least three years at the place of employment or at a
14 central location within the State of California.

15 87. Defendants have intentionally and willfully failed to provide Plaintiff and the
16 other class members with complete and accurate wage statements. The deficiencies include,
17 but are not limited to, the failure to include the total number of hours worked by Plaintiff and
18 other class members.

19 88. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and
20 the other class members have suffered injury and damage to their statutorily protected rights.

21 89. Plaintiff and the other class members have been injured by Defendants'
22 intentional and willful violation of Labor Code section 226(a) because they were denied both
23 their legal right to receive, and their protected interest in receiving, accurate and itemized wage
24 statements pursuant to Labor Code section 226(a).

25 90. Plaintiff and the other class members are entitled to recover from Defendants the
26 greater of their actual damages caused by Defendants' failure to comply with Labor Code
27 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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1 91. Plaintiff and the other class members are also entitled to injunctive relief to
2 ensure compliance with this section, pursuant to Labor Code section 226(g).

3 **SEVENTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 2800 and 2802)**

5 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

6 92. Plaintiff incorporates by reference the allegations contained in paragraphs 1
7 through 91, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 93. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its
10 employee for all necessary expenditures incurred by the employee in direct consequence of the
11 discharge of his or her job duties or in direct consequence of his or her obedience to the
12 directions of the employer.

13 94. Defendants have intentionally and willfully failed to reimburse the other class
14 members for all necessary business-related expenses and costs. The other class members are
15 entitled to recover from Defendants their business-related expenses and costs incurred during the
16 course and scope of their employment, plus interest accrued from the date on which the
17 employee incurred the necessary expenditures at the same rate as judgments in civil actions in
18 the State of California.

19 **EIGHTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 2698, *et seq.*)**

21 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

22 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
23 through 94, and each and every part thereof with the same force and effect as though fully set
24 forth herein.

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1 96. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
2 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
3 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
4 departments, divisions, commissions, boards, agencies, or employees for a violation of the
5 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
6 behalf of himself or herself, and other current or former employees.

7 97. On September 25, 2023 Plaintiff provided written notice to the LWDA and
8 Defendants of the specific provisions of the Labor Code he contends were violated and the
9 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by
10 reference is a copy of the September 25, 2023 written notice to the LWDA. Plaintiff believes
11 that on or about November 29, 2023, the sixty-five (65) day notice period will expire, and the
12 LWDA will not take any action to investigate or prosecute this matter. Therefore, Plaintiff will
13 have exhausted the statutory time period to bring this action.

14 98. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
15 employees” as defined by Labor Code section 2699(c) in that they are of all current and former
16 aggrieved hourly-paid or non-exempt employees who were employed by Defendants within the
17 State of California at any time during the period from October 6, 2017, through September 20,
18 2023, and one or more of the alleged violations was committed against them.

19 **Failure to Pay Minimum and Overtime Wages**

20 99. At all times relevant herein, Defendants were required to compensate their non-
21 exempt employees minimum wages for all hours worked and overtime wages for all hours
22 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
23 mandate of Labor Code sections 510, 1194, 1197, and 1198.

24 100. As a policy and practice, Defendants failed to compensate Plaintiff and the other
25 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
26 minimum wages and overtime wages, where applicable.

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1 **Failure to Provide Meal Periods and Rest Breaks**

2 101. In accordance with the mandates of Labor Code sections 226.7 and 512,
3 Defendants were required to authorize and permit their non-exempt employees to take a 10-
4 minute rest break for every four (4) hours worked or major fraction thereof and were further
5 required to provide their non-exempt employees with a 30-minute meal period for every five
6 (5) hours worked.

7 102. As a policy and practice, Defendants failed to provide Plaintiff and the other
8 aggrieved current and former employees with legally mandated meal periods and rest breaks
9 and failed to pay proper compensation for this failure.

10 **Failure to Timely Pay Wages During Employment**

11 103. At all times relevant herein, Defendants were required to pay their employees
12 within a specified time period pursuant to the mandate of Labor Code section 204.

13 104. As a policy and practice, Defendants failed to pay Plaintiff and the other
14 aggrieved current and former employees all wages due and owing them within the required
15 time period.

16 **Failure to Timely Pay Wages Upon Termination**

17 105. At all times relevant herein, Defendants were required to pay their employees all
18 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
19 to 204.

20 106. As a result of Defendants' Labor Code violations alleged above, Defendants
21 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to
22 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
23 Code section 203.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 107. At all times relevant herein, Defendants were required to keep accurate records
26 regarding their California employees pursuant to the mandate of Labor Code sections 226,
27 1174, and 1776.

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1 108. As a result of Defendants' various Labor Code violations, Defendants failed to
2 keep accurate records regarding Plaintiff and the other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiff and the other aggrieved current and former employees' gross wages
5 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates
6 and the number of hours worked at each hourly rate.

7 **Failure to Reimburse Business Expenses**

8 109. At all times relevant herein, Defendants were required to reimburse its
9 employees for any and all necessary expenditures or losses incurred by the employees in direct
10 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
11 sections 2800 and 2802.

12 110. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
13 aggrieved current and former employees for all business expenses incurred and owing them
14 within the required time period.

15 **Penalties**

16 111. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of
17 the other current and former aggrieved employees, requests and is entitled to recover from
18 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
19 not limited to:

- 20 a. Penalties under Labor Code section 2699 in the amount of a hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial
22 violation, and two hundred dollars (\$200) for each aggrieved employee
23 per pay period for each subsequent violation;
- 24 b. Penalties under Code of Regulations Title 8 section 11040 in the amount
25 of fifty dollars (\$50) for each aggrieved employee per pay period for the
26 initial violation, and one hundred dollars (\$100) for each aggrieved
27 employee per pay period for each subsequent violation;

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- 1 c. Penalties under Labor Code section 210 in addition to, and entirely
2 independent and apart from, any other penalty provided in the Labor
3 Code in the amount of a hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation, and two hundred dollars
5 (\$200) for each aggrieved employee per pay period for each subsequent
6 violation;
- 7 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial
9 violation, and two hundred fifty dollars (\$250) for each aggrieved
10 employee per pay period for each subsequent violation;
- 11 e. Any and all additional penalties as provided by the Labor Code and/or
12 other statutes; and
- 13 f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194,
14 and 2699, and any other applicable statute.

15 **NINTH CAUSE OF ACTION**

16 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

17 **(Against BEDON CONSTRUCTION, INC. and DOES 1 through 100)**

18 112. Plaintiff incorporates by reference the allegations contained in paragraphs 1
19 through 111, and each and every part thereof with the same force and effect as though fully set
20 forth herein.

21 113. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
22 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
23 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
24 interest within the meaning of Code of Civil Procedure section 1021.5.

25 114. Defendants' activities as alleged herein are violations of the law, and constitute
26 unlawful business acts and practices in violation of Business & Professions Code section
27 17200, *et seq.*

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1 115. A violation of Business & Professions Code section 17200, *et seq.* may be
2 predicated on the violation of any state or federal law. In this instant case, Defendants' policy
3 and practice of requiring Plaintiff and the other class members work overtime hours without
4 paying them proper compensation violate Labor Code sections 510 and 1198. Additionally,
5 Defendants' policy and practice of requiring Plaintiff and the other class members, to work
6 through their meal and rest periods without paying them proper compensation violate Labor
7 Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely
8 pay wages to Plaintiff and the other class members violate Labor Code sections 201 and 202.
9 Defendants also violated Labor Code sections 226(a), 1194, 1197, 2800, and 2802.

10 116. As a result of the herein described violations of the law, Defendants unlawfully
11 gained an unfair advantage over other businesses.

12 117. Plaintiff and the other class members have been personally injured by
13 Defendants' unlawful business acts and practices as alleged herein, including but not
14 necessarily limited to the loss of money and/or property.

15 118. Pursuant to Business & Professions Code section 17200, *et seq.*, Plaintiff and
16 the other class members are entitled to restitution of the wages withheld and retained by
17 Defendants during a period that commences four years prior to the filing of this Complaint; an
18 award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other
19 applicable laws; and an award of costs.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, individually, and on behalf of other members of the general public similarly
22 situated, requests a trial by jury.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
25 public similarly situated, prays for relief and judgment against Defendants, jointly and
26 severally, as follows:

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1 **Class Certification**

- 2 1. That this action be certified as a class action;
- 3 2. That Plaintiff be appointed as representative of the Class;
- 4 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 5 4. That Defendants provide to Class Counsel immediately the names and most
- 6 current contact information (address, e-mail, and telephone numbers) of all class members.

7 **As to the First Cause of Action**

- 8 5. That the Court declare, adjudge, and decree that Defendants violated Labor
- 9 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
- 10 overtime wages due to Plaintiff and the other class members;
- 11 6. For general unpaid wages at overtime wage rates and such general and special
- 12 damages as may be appropriate;
- 13 7. For pre-judgment interest on any unpaid overtime compensation commencing
- 14 from the date such amounts were due;
- 15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 16 Labor Code section 1194; and
- 17 9. For such other and further relief as the court may deem just and proper.

18 **As to the Second Cause of Action**

- 19 10. That the Court declare, adjudge, and decree that Defendants violated Labor
- 20 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide
- 21 all meal periods (including second meal periods) to Plaintiff and the other class members;
- 22 11. That the Court make an award to Plaintiff and the other class members of one
- 23 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
- 24 period was not provided;
- 25 12. For all actual, consequential, and incidental losses and damages, according to
- 26 proof;
- 27 13. For premium wages pursuant to Labor Code section 226.7(b);

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1 14. For pre-judgment interest on any unpaid wages from the date such amounts
2 were due;

3 15. For reasonable attorneys' fees and costs of suit incurred herein; and

4 16. For such other and further relief as the court may deem just and proper.

5 **As to the Third Cause of Action**

6 17. That the Court declare, adjudge, and decree that Defendants violated Labor
7 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
8 periods to Plaintiff and the other class members;

9 18. That the Court make an award to Plaintiff and the other class members of one
10 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
11 period was not provided;

12 19. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 20. For premium wages pursuant to Labor Code section 226.7(b);

15 21. For pre-judgment interest on any unpaid wages from the date such amounts
16 were due; and

17 22. For such other and further relief as the court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 23. That the Court declare, adjudge, and decree that Defendants violated Labor
20 Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the
21 other class members;

22 24. For general unpaid wages and such general and special damages as may be
23 appropriate;

24 25. For pre-judgment interest on any unpaid compensation from the date such
25 amounts were due;

26 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 Labor Code section 1194(a);

28 27. For liquidated damages pursuant to Labor Code section 1194.2; and

1 28. For such other and further relief as the court may deem just and proper.

2 **As to the Fifth Cause of Action**

3 29. That the Court declare, adjudge, and decree that Defendants violated Labor
4 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time
5 of termination of the employment of Plaintiff and other class members no longer employed by
6 Defendants;

7 30. For all actual, consequential, and incidental losses and damages, according to
8 proof;

9 31. For statutory wage penalties pursuant to Labor Code section 203 for the other
10 class members who have left Defendants' employ;

11 32. For pre-judgment interest on any unpaid compensation from the date such
12 amounts were due; and

13 33. For such other and further relief as the court may deem just and proper.

14 **As to the Sixth Cause of Action**

15 34. That the Court declare, adjudge, and decree that Defendants violated the record
16 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to
17 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage
18 statements thereto;

19 35. For actual, consequential, and incidental losses and damages, according to
20 proof;

21 36. For statutory penalties pursuant to Labor Code section 226(e);

22 37. For injunctive relief to ensure compliance with this section, pursuant to Labor
23 Code section 226(g); and

24 38. For such other and further relief as the court may deem just and proper.

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As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse the other class members for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by Labor Code section 201 and 202.

46. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of Civil Procedure section 1021.5;

49. For injunctive relief to ensure compliance with this section, pursuant to Business and Professions Code sections 17200, *et seq.*; and

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50. For such other and further relief as the court may deem just and proper.

Dated: September 28, 2023

JUSTICE LAW CORPORATION

By: D. Han
Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Attorneys for Plaintiff

EXHIBIT 1

September 25, 2023

BY EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: Bedon Construction, Inc.

Dear Representative:

We have been retained to represent David Bangley against Bedon Construction, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (collectively referred to as "BEDON CONSTRUCTION").

Mr. Bangley is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Bangley may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

BEDON CONSTRUCTION is a California corporation headquartered at 27989 Holland Road, Menifee, California 92584.

BEDON CONSTRUCTION employed Mr. Bangley as an hourly-paid, non-exempt employee until in or around December 2021 in the State of California. BEDON CONSTRUCTION directly controlled the wages, hours, and/or working conditions of Mr. Bangley and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Bangley may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees of BEDON CONSTRUCTION within the State of California.

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BEDON CONSTRUCTION failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum wages and overtime wages and for noncompliant meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Bangley has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at BEDON CONSTRUCTION, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

BEDON CONSTRUCTION has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission ("IWC") Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than 8 hours in one day and/or over 40 hours in one week without paying the premium overtime rates.

During the relevant time period, Mr. Bangley and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. BEDON CONSTRUCTION maintained a practice of only paying Mr. Bangley and other aggrieved employees according to the hours they were scheduled to work. This practice did not account for the time Mr. Bangley and other aggrieved employees arrived at work before their scheduled shifts to get their equipment and machinery ready. This, in turn, resulted in BEDON CONSTRUCTION chronically underpaying Mr. Bangley and other aggrieved employees during the relevant time period. Next, BEDON CONSTRUCTION would pay Mr. Bangley and other aggrieved employees bonuses that were non-discretionary, performance-based in nature. Yet, BEDON CONSTRUCTION did not factor these bonuses in Mr. Bangley and other aggrieved employees' regular rate of pay for purposes of overtime compensation. Thus, Mr. Bangley and other aggrieved employees were entitled to receive certain wages for minimum and overtime compensation, but they were not paid for all hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee 1 additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

During the relevant time period, BEDON CONSTRUCTION frequently prevented employees from receiving compliant meal and rest breaks. Firstly, BEDON CONSTRUCTION did not have a policy or practice of providing Mr. Bangley and other aggrieved employees duty-free rest breaks. Instead, BEDON CONSTRUCTION placed restrictions on Mr. Bangley and other aggrieved employees' activities during their rest breaks (*i.e.*, not allowing them to leave the work premises). Secondly, BEDON CONSTRUCTION rarely allowed Mr. Bangley and other aggrieved employees to take rest breaks due to the daily work demands. Thirdly, BEDON CONSTRUCTION also did not provide Mr. Bangley and other aggrieved employees with duty-free meal breaks for similar reasons set forth above. Fourthly, BEDON CONSTRUCTION did not have a policy or practice of providing Mr. Bangley and other aggrieved employees with full and timely meal breaks due to the daily work demands. Finally, despite these facts, BEDON CONSTRUCTION failed to compensate Mr. Bangley and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced. But the wages shall not continue for more than 30 days.

During the relevant time period, BEDON CONSTRUCTION failed to pay Mr. Bangley and other aggrieved employees all wages, including as a result of uncompensated off-the-clock work, unpaid overtime wages, and unpaid premium wages for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code sections 201 through 203. Therefore, BEDON CONSTRUCTION is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. California Labor Code section 204 also requires that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. In addition, California Labor Code section 204 requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, BEDON CONSTRUCTION failed to pay Mr. Bangley and other aggrieved employees all wages due to them, including as a result of uncompensated off-the-clock work, unpaid overtime wages, and unpaid premium wages owed for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, BEDON CONSTRUCTION did not provide Mr. Bangley and other aggrieved employees with complete and accurate itemized wage statements. The wage statements Mr. Bangley and other aggrieved employees received from BEDON CONSTRUCTION were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Mr. Bangley and other aggrieved employees; (2) total hours worked by Mr. Bangley and other aggrieved employees; (3) all deductions for Mr. Bangley and other aggrieved employees; (4) net wages earned by Mr. Bangley and other aggrieved employees; and (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Bangley and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the IWC Wage Order shall be subject to a civil penalty. The civil penalty is as follows: (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Mr. Bangley and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an 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 employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than 3 years.

During the relevant time period, BEDON CONSTRUCTION failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Mr. Bangley and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, BEDON CONSTRUCTION did not provide Mr. Bangley and other aggrieved employees with the minimum wages to which they were entitled despite having constructive and actual knowledge of off-the-clock work, including work performed during meal and rest breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the relevant time period, Mr. Bangley and other aggrieved employees incurred various necessary business-related expenses that were not reimbursed by BEDON CONSTRUCTION. Firstly, Mr. Bangley and other aggrieved employees were required to use their personal cell phones to speak to supervisors about work-related matters (*i.e.*, status updates, arrival/departure times). Secondly, Mr. Bangley and other aggrieved employees were also expected to purchase their own hard hats, steel-toed boots, and safety vests to effectively perform their duties. Finally, Mr. Bangley and other aggrieved employees were required to use their personal vehicles for work-related purposes (*i.e.*, pick up supplies, travel between jobsites). BEDON CONSTRUCTION did not reimburse Mr. Bangley and other aggrieved employees for any of these expenses.

We believe that Mr. Bangley and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant must send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Bangley will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of BEDON CONSTRUCTION within 1 year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read "D. Han", with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Email Only):

Gerald W. Mouzis

gmouzis@mouzislaw.com

Amanda L. Voivedich

avoivedich@mouzislaw.com

Counsel for BEDON CONSTRUCTION, INC.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103. My electronic service address is manderson@justicelawcorp.com

On October 2, 2023, I served the foregoing document described as

CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Bangley v. Bedon Construction, Inc.**
LWDA/Court Case No.: **LWDA-CM-983684-23**
BCV-23-103251
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on October 2, 2023, at Pasadena, California.



Mariah Anderson