

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Liam A. Hall (SBN 358204)
lhall@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiffs

FILED
Superior Court of California
County of Los Angeles

03/03/2026

David W. Slayton, Executive Officer / Clerk of Court

By: C. Gomez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CARLOS ZAVALA and GONZALO
MARTINEZ, as individuals and on behalf
of themselves and all other aggrieved
employees,

Plaintiffs,

vs.

PASO ROBLES TANK, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24STCV03493

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiffs Carlos Zavala and Gonzalo Martinez (“Plaintiffs”), on behalf of themselves and
2 all other aggrieved employees, hereby bring this Second Amended Representative Action
3 Complaint against Defendants Paso Robles Tank, Inc., a California Corporation; and DOES 1 to
4 100, inclusive (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiffs, on behalf of themselves and all other aggrieved employees, hereby
7 bring this representative action for recovery of civil penalties under California Labor Code §§
8 2698 *et seq.*

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

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
17 complained of herein occurred in the County of Los Angeles. Further, at all times relevant herein
18 Plaintiffs were employed by Defendants within the County of Los Angeles.

19 **PARTIES**

20 4. Plaintiffs are individuals over the age of eighteen (18). During the relevant time
21 period, Plaintiffs were residing in the State of California. During the one year immediately
22 preceding Plaintiffs giving of the required notice under the Private Attorneys General Act (Labor
23 Code § 2698 *et seq.*) (“PAGA”), and within the statute of limitations periods applicable to the
24 cause of action pled herein, Plaintiffs were employed by Defendants as an hourly non-exempt
25 employee.

26 5. Plaintiffs are informed and believe, and based thereon allege, that during the one
27 year preceding Plaintiffs giving of the required notice under the PAGA and continuing to the
28 present, Defendants did (and do) business by constructing large-scale carbon steel welded tanks

1 and stainless steel liquid storage tanks in Los Angeles County and other counties throughout
2 California, and employed Plaintiffs and other similarly-situated hourly non-exempt employees
3 within the County of Los Angeles and, therefore, were (and are) doing business in the County of
4 Los Angeles and the State of California.

5 6. Plaintiffs are informed and believe, and thereon allege, that at all times mentioned
6 herein, Defendants were licensed to do business in California and the County of Los Angeles, and
7 were the employers of Plaintiffs and the Aggrieved Employees (as defined in Paragraph 17).

8 7. Plaintiffs do not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
11 amend this Representative Action Complaint when such true names and capacities are
12 discovered. Plaintiffs are informed, and believe, and thereon allege, that each of said fictitious
13 defendants, whether individual, partners, or corporate, were responsible in some manner for the
14 acts and omissions alleged herein, and proximately caused Plaintiffs and the Aggrieved
15 Employees (as defined in Paragraph 17) to be subject to the unlawful employment practices,
16 wrongs, injuries, and damages complained of herein.

17 8. Plaintiffs are informed, and believe, and thereon allege, that at all times
18 mentioned herein, Defendants were and are the employers of Plaintiffs and the Aggrieved
19 Employees (as defined in Paragraph 17).

20 9. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one
23 of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

27 10. At all times mentioned herein, Defendants, and each of them, were members of
28 and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
3 Aggrieved Employees (as defined in Paragraph 17).

4 **REPRESENTATIVE ACTION ALLEGATIONS**

5 11. Plaintiff Zavala was employed by Defendants as a non-exempt “Welder” from
6 approximately 2020 through approximately December 2023. Plaintiff Martinez was employed by
7 Defendants as a non-exempt “Field Welder Helper” from approximately May 2021 through
8 approximately September 2023. The “aggrieved employees” whom Plaintiffs seek to represent
9 are all current and former non-exempt employees of Defendants who performed work for
10 Defendants in the State of California during the one year immediately preceding the date of this
11 letter through the present.

12 12. Upon information and belief, Plaintiffs and other aggrieved employees were asked
13 to download an application to their personal cell phones, ExakTime, in order to clock in and out
14 of their shifts. Upon information and belief, Defendants’ timekeeping system recorded hours
15 worked to the minute; however, Defendants’ timekeeping system resulted in Plaintiffs and other
16 aggrieved employees not being compensated for all hours actually worked, whether by rounding,
17 time-shaving, or otherwise. Specifically, Defendants rounded Plaintiffs’ timekeeping entries in
18 an uneven manner to a quarter-of-an-hour increment, so that, over a period of time, Plaintiffs were
19 deprived of all earned minimum and overtime wages. Upon information and belief, Defendants’
20 timekeeping system regularly, systematically, and impermissibly rounded the hours worked by
21 Plaintiffs and other aggrieved employees in Defendants’ favor, resulting, over a period of time,
22 in the failure to compensate Plaintiffs and other aggrieved employees for all hours worked.
23 Moreover, Plaintiffs and other aggrieved employees were not compensated for all time spent
24 traveling to various job sites across Southern California, and were also not compensated for all
25 time spent traveling between job sites in the same workday; rather, based upon information and
26 belief, they were only paid for time spent working at the job sites. As a result, Plaintiffs and other
27 aggrieved employees were not compensated for all required minimum and overtime wages.

28 13. Defendants failed to provide Plaintiffs and other aggrieved employees with all

legally compliant meal periods due to Defendants' meal period policies/practices, which resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Plaintiffs and other aggrieved employees often worked shifts in excess of 10.0 hours but were not provided a second meal period, due to Defendants' meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. During at least a portion of the relevant time period, Defendants did not require Plaintiffs and other aggrieved employees to record their meal periods. Instead, upon information and belief, Defendants automatically deducted one (1) hour from the total hours worked for each shift worked regardless of whether the employee took a timely, compliant meal period. On those occasions when Plaintiffs and other aggrieved employees were not provided with all legally required meal periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

14. Plaintiffs and other aggrieved employees were not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which failed to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants, Plaintiffs and other aggrieved employees were regularly prevented from being relieved of all work duties during required rest periods. Moreover, Plaintiffs and other aggrieved employees were not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Defendants' rest period policies/practices, which failed to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Plaintiffs and other aggrieved employees were not provided with all legally compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs and other aggrieved employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at

1 least a portion of the putative class period, Defendants maintained no payroll code or other
2 mechanism for the payment of rest period premiums as required by Labor Code § 226.7 in the
3 event a legally compliant rest period was not provided to their non-exempt employees.

4 15. Defendants also failed to reimburse Plaintiffs and other aggrieved employees for
5 all necessary business expenses. Specifically, Defendants required Plaintiffs and other aggrieved
6 employees to use their personal cellular phones to clock in and out of their work shifts and to
7 communicate with supervisors and foremen, however, Defendants failed to reimburse Plaintiffs
8 and other aggrieved employees for the costs associated with their cellular phones. Defendants
9 also required Plaintiffs and other aggrieved employees to use their personal vehicles for business
10 purposes, however, Defendants failed to reimburse Plaintiffs and other aggrieved employees for
11 mileage incurred. As a result, Defendants failed to reimburse Plaintiffs and other aggrieved
12 employees for expenses incurred in the course of their employment.

13 16. As a result of Defendants' failure to pay all minimum and overtime wages, as
14 well as all meal and rest period premium wages, Defendants maintained inaccurate payroll
15 records and failed to issue accurate, compliant, itemized wage statements. Moreover, the wage
16 statements issued by Defendants were facially deficient as the wage statements did not reflect
17 all hourly rates in effect during the pay period in violation of Labor Code § 226(a)(9). As a
18 further result of Defendants' failure to pay all minimum and overtime wages, as well as all meal
19 and rest period premium wages, Defendants failed to timely pay Plaintiffs and other former non-
20 exempt employees all wages owed at the time of their respective separations from employment.

21 17. Based on the foregoing, Plaintiffs seek to represent themselves and other
22 aggrieved employees, as defined by Labor Code § 2699(c), who have been aggrieved by the
23 Labor Code violations discussed herein.

24 **FIRST CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(AGAINST ALL DEFENDANTS)**

27 18. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though
28 fully set forth herein.

1 19. Defendants have committed several Labor Code violations against Plaintiffs and
2 other aggrieved employees. Plaintiffs, “aggrieved employees” within the meaning of Labor Code
3 § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this
4 representative action against Defendants to recover the civil penalties due to Plaintiffs, other
5 aggrieved employees, and the State of California according to proof, including, but not limited
6 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
7 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for
8 each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for
9 each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
10 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
11 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
12 initial violation; and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
13 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each
14 subsequent violation per employee per pay period for those violations of the Labor Code for
15 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 16 a. Failing to pay Plaintiffs and other aggrieved employees all overtime
17 compensation earned in violation of Labor Code §§ 204, 510, 558, 1194, and
18 1198;
- 19 b. Failing to pay the statutory minimum wage for all hours worked to Plaintiffs and
20 other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2,
21 1197, and 1198;
- 22 c. Failing to provide meal periods as required by law and failing to pay meal period
23 premiums to Plaintiffs and other aggrieved employees at these employees’
24 respective regular rates of compensation for meal period violations in violation
25 of Labor Code §§ 226.7, 512, 558, and 1198;
- 26 d. Failing to authorize and permit Plaintiffs and other aggrieved employees all
27 required rest periods and failing to pay rest period premiums to Plaintiffs and other
28 aggrieved employees at these employees’ respective regular rates of compensation

for rest period violations in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to reimburse Plaintiffs and other aggrieved employees for all necessary expenditures incurred in violation of Labor Code §§ 20802 and 2804;

f. Failing to furnish Plaintiffs and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;

g. Failing to timely pay all final wages due to Plaintiffs and other aggrieved employees in violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code § 1174 and 1198.

20. On or about February 9, 2024, Plaintiff Zavala notified Defendant Paso Robles Tank, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff Zavala’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(i). Now that sixty-five days have passed from Plaintiff Zavala notifying Defendants of these violations, Plaintiff Zavala has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

21. On or about July 9, 2024, Plaintiff Martinez notified Defendant Paso Robles Tank, Inc., via certified mail, and the LWDA via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(i). Now that sixty-five days have passed from Plaintiff Martinez notifying Defendants of these violations, Plaintiff Martinez has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

22. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect

1 the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs,
2 which they are entitled to receive under California Labor Code § 2699.

3 **PRAYER**

4 WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose
5 behalf this suit is brought against Defendants, jointly and severally, as follows:

6 1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other
7 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
8 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
9 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
10 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
11 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
12 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
13 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
14 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
15 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
16 each initial violation and \$200 for each subsequent violation per employee per pay period for
17 those violations of the Labor Code for which no civil penalty is specifically provided, based on
18 the Labor Code violations identified in Paragraph 19 (a)-(i);

19 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
20 2699(g) and Code of Civil Procedure § 1021.5; and

21 3. For such other and further relief the Court may deem just and proper.

22
23 Dated: March 3, 2026

Respectfully submitted,
HAINES LAW GROUP, APC

24
25 By:



26 Paul K. Haines
27 Sean M. Blakely
28 Liam A. Hall
Attorneys for Plaintiffs

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

Los Angeles County Superior Court Case No. 24STCV03493

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 [X] 2155 Campus Drive, Suite 180, El Segundo, California 90245.

On March 3, 2026, I served the foregoing document(s) described as:

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT

on the interested party(ies) in this action as follows:

[X] (VIA ELECTRONIC MAIL) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to CASE ANYWHERE.

[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 March 3, 2026, at El Segundo, California.

Aaron Clark