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By Y. Tarasyuk, Deputy Clerk

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES

12 ADRIAN PEREZ ENRIQUEZ, individually,  
13 and on behalf of all other aggrieved  
14 employees,

15 Plaintiff,

16 v.

17 BRADCON, LLC *DBA* BRADLEY  
18 CONCRETE, a California limited liability  
19 company; and DOES 1 through 50, inclusive,

20 Defendant.

CASE NO.: **24STCV17566**

**COMPLAINT FOR VIOLATION OF THE  
CALIFORNIA LABOR CODE PRIVATE  
ATTORNEYS GENERAL ACT OF 2004  
("PAGA")**

[California Labor Code § 2698 *et seq.*]

1 This is a representative action brought by ADRIAN PEREZ ENRIQUEZ, individually and  
2 on behalf of all other aggrieved employees ("Plaintiff"), relating to systemic violations of California  
3 wage and hour laws by his employer BRADCON, LLC *DBA* BRADLEY CONCRETE  
4 ("Defendant.") Plaintiff makes the following allegations on information and belief, except as to  
5 allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

## 6 **INTRODUCTION**

7 1. Defendant provides concrete construction services. Defendant is a limited liability  
8 company.

9 2. As private, for-profit businesses, Defendant implemented common policies and  
10 practices that have resulted in systemic violations of California's wage and hour laws. Defendant  
11 failed to implement adequate practices to protect the rights of their employees, particularly in light of  
12 the nature of their businesses, which is to maximize profits.

13 3. Defendant attempted to maximize profits by among other methods, forcing so much  
14 work on an employee that the employees of Defendant were unable to take their lawful breaks and  
15 only allowing their employees to have one rest break per day, resulting in systematic meal and rest  
16 period violations.

17 4. As a result of systematic policies and procedures, Defendant has violated California's  
18 wage and hour laws promulgated in the California Labor Code and all applicable Industrial Welfare  
19 Commission ("IWC") Wage Orders. For example, Defendant has implemented unlawful policies  
20 with respect to meal periods and rest breaks. Defendant also requires its non-exempt employees, who  
21 are informed that the needs of the businesses take top priority, to work through meal and rest breaks,  
22 and to take untimely meal periods. Plaintiff and other aggrieved employees are not always afforded  
23 full thirty (30) minute meal periods and are often under pressure to return to work early or work  
24 through their meal periods since they are too busy to complete their assigned work during scheduled  
25 shifts. As a result, Plaintiff and other aggrieved employees have been denied the ability to take the  
26 meal periods and rest breaks that they were and are legally entitled to take.

5. Moreover, Defendant has uniformly failed to pay Plaintiff and other aggrieved employees proper overtime wages due the fact that they improperly calculate the regular rate of pay, and willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendant' understaffing and imposition of an unreasonable workload. Further, Defendant did not provide a designated clock-out system for meal periods, only for the workday. Plaintiff would attempt to leave work early when he was not allowed a meal period but was denied and not paid his proper overtime.

Additionally, Plaintiff and Aggrieved Employees were required to drive to different locations and use their personal cell phone to keep in contact with Defendants. Yet Defendant did not provide any reimbursement for Plaintiff's use of the mileage and the use of their personal cell phones.

6. This case involves all non-exempt employees of Defendant who have worked for Defendant in the State of California during the applicable limitations period (“Statute of Limitations Period”). Hereinafter, these employees are referred to as “Aggrieved Employees.”

7. Plaintiffs seek to recover penalties for the Labor and Workforce Development Agency (“LWDA”), on behalf of themselves and all other similarly situated Aggrieved Employees under the Private Attorneys General Act (“PAGA”) as a result of Defendant’ systematic violations of the law.

## JURISDICTION AND VENUE

8. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a citizen and resident of the State of California, and Defendant are citizens and residents of, and/or regularly conduct business in, the State of California.

9. Venue is proper in this judicial district and the County of Los Angeles, California because Plaintiff resides in the County of Merced and Defendant's violation of the California Labor Code occurred in the County of Los Angeles and many of Defendant unlawful actions and omissions, as set alleged herein, occurred in the County of Los Angeles.

10. Defendant employed Plaintiff and other aggrieved employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other aggrieved employees.

11. The State of California, County of Los Angeles, has jurisdiction in this matter because the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure and Rules of Court. Thus, the State of California, Los Angeles County Superior Court maintains the appropriate jurisdiction to hear this matter.

## THE PARTIES

12. During the statute of limitations period, Plaintiff was employed by Defendant and assigned to work in the County of Los Angeles in the state of California.

13. Plaintiff is informed and believes, and thereon alleges, that Defendant, and at all times relevant hereto was, a company organized and existing under the laws of the State of California and licensed to do business in the State of California during a portion of or all of the Statute of Limitations period.

14. The true names and capacities of DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and capacities of such DOE defendants when ascertained.

15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the employer and/or joint employer of Plaintiff and the other aggrieved employees.

16. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted

1 in all respects as the agent, servant, partner, joint venture, integrated enterprise, employee, proxy.  
2 Managing agent, and/or principal of the co-Defendant, and in performing the acts mentioned below  
3 was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant,  
4 partner, joint venture, employee, managing agent, and/or principal with the permission and consent of  
5 the above co-Defendant. Plaintiff also alleges that the acts of each Defendant are legally attributable  
6 to the other Defendant.

7 17. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendant  
8 sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, alter-  
9 ego, employee, proxy, managing agent, and/or principal of the remaining Defendant, and was acting,  
10 at least in part, within the course and scope of such employment and agency, with the express and  
11 implied permission, consent and knowledge, approval and/or ratification of the other Defendant. The  
12 above co-Defendant, managing agents, and supervisors, aided, abetted, condoned, permitted,  
13 approved, authorized, and/or ratified the unlawful acts described herein.

14 18. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and the  
15 other aggrieved employees have suffered and continue to suffer penalties in amounts as yet  
16 unascertained but subject to proof at trial and within the jurisdiction of this Court.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 19. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),  
19 California Labor Code §§ 2698-2699.5, Plaintiff brings this action on behalf of himself and all other  
20 aggrieved employees, e.g., current and former non-exempt employees of Defendant who are  
21 California citizens and performed work for Defendant in the State of California at any time within  
22 the period beginning one (1) year prior to the filing of the Complaint in this action, or as otherwise  
23 permitted under PAGA, and ending at the time this action settles or proceeds to final judgment  
24 (“statute of limitations period”).

25 20. On May 8, 2024, Plaintiff gave written notice by certified mail pursuant to California  
26 Labor Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and  
27 Defendant, of the specific provisions of the California Labor Code and IWC Wage Order alleged to  
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1 have been violated, including the facts and theories to support the alleged violations. Plaintiff has  
2 not received any response from the LWDA. As Plaintiff has waited more than sixty-five (65) days  
3 from postmark date of his written notice before filing this action, Plaintiff has complied with all of  
4 the requirements set forth in California Labor Code § 2699.3 to commence a representative action  
5 under PAGA.

## 6 **FACTUAL ALLEGATIONS**

### 7 **Failure to Provide Required Meal Periods**

#### 8 **[Cal. Lab. Code §§ 226.7, 512, 558; § 11 of the Applicable IWC Wage Order]**

9 21. During the statute of limitations period, as part of Defendant' illegal policies and  
10 practices to minimize labor costs and maximize corporate profits, Defendant has required, permitted  
11 or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal periods,  
12 to completely skip their meal periods, to take late and short meal periods, and Defendant has  
13 otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as  
14 required under California Labor Code §§ 226.7, 512, 558 and § 11 of the applicable IWC Order.

15 22. Defendant has implemented several practices that have caused Plaintiff and aggrieved  
16 employees to systematically miss and otherwise take non-compliant meal periods. Defendant  
17 systematically understaff their locations such that its non-exempt employees are given so much work  
18 to complete that they regularly miss or take non-compliant meal periods. As a direct consequence of  
19 this understaffing, Plaintiff and aggrieved employees have so much work to complete within their  
20 scheduled shifts that they are forced to skip their meal periods altogether, to take them after working  
21 longer than five (5) hours, to perform work during their meal periods, or return to work after taking  
22 less than a thirty (30) minute meal period. Defendant also did not properly notify their non-exempt  
23 employees of their rights under California law to take timely, uninterrupted meal periods (including  
24 the right to second meal periods during shifts of longer than ten (10) hours), and thus, aggrieved  
25 employees like Plaintiff were left in the dark as to when or for how long they could take their meal  
26 periods.

27 23. There are also frequently occasions when Plaintiff and aggrieved employees need to  
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1 perform other duties immediately before the time during which they are legally entitled to take a  
2 meal period. Pursuant to Defendant' policies, Plaintiff and aggrieved employees cannot simply drop  
3 their job duties to take a meal period. Consequently, Plaintiff and aggrieved employees regularly  
4 miss meal periods, take late meal periods, return early from meal periods, and even clock out for  
5 meal periods but continue working.

6 24. Despite the foregoing, Defendant has implemented a policy and practice of actively  
7 discouraging the issuance of meal period premium payments, and in the process, Defendant has also  
8 violated California Labor Code §§ 226.7, § 11 of the applicable IWC Wage Order, and the  
9 California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to  
10 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a  
11 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper  
12 regular rate of pay for each workday that such a meal period was not authorized or permitted.

13 **Failure to Provide Required Rest Breaks**

14 **[Cal. Lab. Code §§ 226.7, 512; § 12 of the Applicable IWC Wage Order]**

15 25. During the statute of limitations period, as part of Defendant' illegal policies and  
16 practices to minimize labor costs and maximize corporate profits, Defendant has failed to authorize  
17 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California  
18 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Order.

19 26. The same common policies and practices that deprive Plaintiff and other aggrieved  
20 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to  
21 take their first and second and third rest breaks. As alleged herein, Defendant understaff their  
22 locations which creates so much work for Plaintiff and other aggrieved employees that they are  
23 frequently unable to take rest breaks.

24 27. Defendant also violated California Labor Code § 226.7, § 12 of the applicable IWC  
25 Order, and the California Unfair Competition Law, California Business & Professions Code §§  
26 17200 *et. seq.*, by failing to pay Plaintiff and other aggrieved employees who were not provided with  
27 a rest break, in accordance with the applicable wage order, one additional hour of compensation at  
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1 the proper regular rate of pay for each workday that a rest break was not provided.

2 **Failure to Pay Overtime Wages**

3 **[Cal. Lab. Code §§ 510, 1194, 1198; § 3 of the Applicable IWC Wage Order]**

4 28. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC  
5 Order, Defendant are required to compensate Plaintiff and other aggrieved employees for all  
6 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours  
7 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight  
8 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of  
9 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the  
10 seventh consecutive day of work in any workweek.

11 29. Plaintiff and other aggrieved employees are current and former non-exempt  
12 employees entitled to the protections of California Labor Code §§ 510, 1194, and § 3 of the  
13 applicable IWC Order. During the statute of limitations period, Defendant has failed to compensate  
14 Plaintiff and other aggrieved employees for all overtime hours worked as required under the  
15 foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods:  
16 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by  
17 California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or  
18 suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal  
19 and rest breaks, but not compensating them for this time, improperly calculating the regular rate of  
20 pay based on shift differential and other remuneration, and other methods to be discovered.

21 30. In a short-sighted attempt to maximize profits, Defendant understaff the locations of  
22 their clients regarding concrete construction services. Not only has this practice resulted in  
23 widespread missed meal and rest breaks, but it has also caused Plaintiff and other aggrieved  
24 employees to perform work while off-the-clock. Defendant has actual or constructive knowledge of  
25 this off-the-clock work and subtly condones it. Plaintiff and other aggrieved employees routinely  
26 arrive to work early to check so that they are prepared and ready to begin performing their duties  
27 promptly at the start of their shifts, as they must be pursuant to Defendant' requirements. Defendant  
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1 knows that Plaintiff and other aggrieved employees perform this work off-the-clock work.

2 31. Defendant has knowingly and willfully refused to perform its obligations to  
3 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in  
4 violation of California Labor Code §§ 510, 1194 and 1198 and § 3 of the applicable IWC Order.

5 **Failure to Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

7 32. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage  
8 Order, payment to an employee of less than the applicable minimum wage for all hours worked in a  
9 payroll period is unlawful.

10 33. During the statute of limitations period, the hourly rates for Plaintiff and other  
11 aggrieved employees were precisely at California minimum wage. Based on this common practice,  
12 Defendant failed to pay Plaintiff and other aggrieved employees minimum wages for all hours worked  
13 by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the clock,  
14 such as requiring them to work through meal and rest breaks but not compensating them for this time,  
15 unlawfully rounding the hours worked by Plaintiff and the other aggrieved employees resulting in the  
16 underpayment of wages; failing to include this time in all hours worked, and other methods to be  
17 discovered.

18 34. Defendant' conduct described herein violates California Labor Code §§ 1194, 1197,  
19 and § 4 of the applicable IWC Wage Order. As a proximate result of the aforementioned violations,  
20 Plaintiff and other aggrieved employees have been damaged in an amount according to proof at trial.  
21 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other applicable  
22 law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of wages owed  
23 to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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

25 **[Cal. Lab. Code § 204]**

26 35. Pursuant to California Labor Code § 204, for all labor performed between the 1st and  
27 15th days of any calendar month, Defendant are required to pay their nonexempt employees between  
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1 the 16th and 26th day of the month during which the labor was performed. California Labor Code §  
2 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,  
3 Defendant are required to pay their non-exempt employees between the 1st and 10th day of the  
4 following calendar month. In addition, California Labor Code § 204 provides that all wages earned  
5 for labor in excess of the normal work period shall be paid no later than the payday of the next regular  
6 payroll period.

7 36. During the statute of limitations period, Defendant has knowingly and willfully failed  
8 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next  
9 regular payroll period as required by California Labor Code § 204, including but not limited to,  
10 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation  
11 of the regular rate of pay, and for work performed off-the-clock.

12 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

13 **[Cal. Lab. Code §§ 201 - 203]**

14 37. Pursuant to California Labor Code § 201, 202 and 203, Defendant are required to pay  
15 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201  
16 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at  
17 the time of discharge are due and payable immediately.

18 38. Furthermore, pursuant to California Labor Code § 202, Defendant are required to pay  
19 all accrued wages due to an employee no later than 72 hours after the employee quits his or his  
20 employment, unless the employee provided 72 hours previous notice of his or his intention to quit, in  
21 which case the employee is entitled to his or his wages at the time of quitting.

22 39. California Labor Code § 203 provides that if an employer willfully fails to pay, in  
23 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who  
24 quits, the employer is liable for waiting time penalties in the form of continued compensation to the  
25 employee at the same rate for up to 30 workdays.

26 40. During the statute of limitations period, Defendant has willfully failed to pay accrued  
27 wages and other compensation to Plaintiff and other aggrieved employees in accordance with  
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1 California Labor Code §§ 201 and 202. Defendant do not have a sufficient policy to provide Plaintiff  
2 and other aggrieved employees with their final paychecks within the timeframes required under  
3 California law. In addition, because Defendant has failed and continue to fail to properly compensate  
4 Plaintiff and other aggrieved employees for all hours worked when due, overtime wages, and  
5 compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and  
6 continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved  
7 employees in accordance with California Labor Code §§ 201 and 202.

8 **Failure to Furnish Accurate Itemized Wage Statements**

9 **[Cal. Lab. Code §§ 226(a); 248.2, 248.6, and § 7 of the Applicable IWC Wage Order]**

10 41. During the statute of limitations period, Defendant has routinely failed to provide  
11 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.  
12 Defendant's pay stubs violate California Labor Code § 226 on their face by, among other things, failing  
13 to state the name and address of the legal entity that was Plaintiff's and aggrieved employees'  
14 employers. Derivatively, Defendant were and are not providing Plaintiff and other aggrieved  
15 employees with proper meal periods and rest breaks but intentionally fails to include in their wage  
16 statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant  
17 meal periods or rest breaks, applicable rate of pay for sick leave, the regular rate of pay for sick leave,  
18 fail to provide and the amounts taken and available, and other California Labor Code violations yet to  
19 be discovered.

20 42. In order to conceal its wage theft, Defendant knowingly and intentionally failed to  
21 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements  
22 in accordance with California Labor Code § 226(a) and § 7 of the applicable IWC Order.

23 43. Plaintiff and other aggrieved employees suffered injury as a result of Defendant's failure  
24 to provide timely and accurate itemized wage statements prevented them from discovering the scope  
25 and extent of Defendant's violations of California wage and hour laws, prevented them from being able  
26 to determine the gross wages earned, the total hours worked, all deductions made, the net wages  
27 earned, the legal name and address of the employers, all applicable hourly rates in effect during each  
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1 pay period and the corresponding number of hours worked at each hourly rate, the accurate rate of  
2 pay, and other violations yet to be discovered.

3 **Failure to Maintain Required Records**

4 **[Cal. Lab. Code §§ 226(a), 248.2, 248.6, 1174(d); § 7 of the Applicable IWC Wage Order]**

5 44. During the statute of limitations period, as part of Defendant' illegal payroll policies  
6 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,  
7 Defendant knowingly and intentionally failed to maintain records as required under California Labor  
8 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order, including but not limited to the  
9 following records: total daily hours worked by each employee; applicable rates of pay; all  
10 deductions; meal periods; time records showing when each employee begins and ends each work  
11 period; and accurate itemized statements. Defendant had knowledge that they were not providing  
12 their non-exempt employees with proper meal and rest periods, but knowingly failed to include in  
13 the wage statements one (1) extra hour of compensation for each missed meal and rest period.  
14 Defendant also illegally and inaccurately recorded the time in which Plaintiff and other aggrieved  
15 employees worked. Defendant has also failed to maintain accurate, itemized wage statements, and  
16 other violations of the California Labor Code which have not been discovered.

17 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

18 **[Cal. Lab. Code § 2802]**

19 45. California Labor Code § 2802(a) requires an employer to indemnify an employee for all  
20 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his  
21 or his duties, or of his or his obedience to the directions of the employer.

22 46. During the Statute of Limitations period, and in violation of Labor Code § 2802,  
23 Defendant failed to indemnify Plaintiff and other aggrieved employees for all business expenses and/or  
24 losses incurred in direct consequence of the discharge of their duties, including but not limited to,  
25 expenses for their uniforms and uniform maintenance. Plaintiff and other aggrieved employees were  
26 required to drive to different locations and use their personal cellular phones for work related purposes  
27 without receiving reimbursement from Defendant. In addition, Plaintiff and other aggrieved employees  
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1 were required to drive their own personal vehicles to different client locations after the start of their  
2 shifts, but Defendant failed to reimburse the aggrieved employees for gas and mileage.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

5 **[Cal. Lab. Code § 2698 *et seq.*]**

6 (On Behalf of Plaintiff against Defendant)

7 47. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
8 allegations in paragraphs 1 through 46.

9 48. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §  
10 2699(c), and a proper representative to bring a civil action on behalf of herself and other current and  
11 former non-exempt employees of Defendant pursuant to the procedures specified in California Labor  
12 Code § 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged  
13 California Labor Code violations was committed against Plaintiff during the statute of limitations  
14 period.

15 49. Plaintiff seeks to recover civil penalties through a representative action permitted by  
16 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,  
17 class certification is not required.

18 50. A plaintiff has standing to represent all aggrieved employees for all of his asserted  
19 violations of the California Labor Code under PAGA. See *Huff v. Securitas Security Services USA,*  
20 *Inc.* (2018) 23 Cal.App.5<sup>th</sup> 745, 757 (“For PAGA standing a plaintiff need only have been employed  
21 by the violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c).)).  
22 Here, Plaintiff was not provided with a legally compliant wage statement pursuant to Labor Code  
23 §226 since the legal name and address of the employer was not provided on Defendant wage  
24 statements, Plaintiff was not provided with nor was COVID-19 supplemental sick leave listed on his  
25 wage statement, in addition to the meal and rest period and other California Labor Code violations as  
26 alleged herein.

27 51. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil  
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1 penalties from Defendant in a representative action for the violations set forth above, including but  
2 not limited to violations of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 248.2, 248.6,  
3 510, 512, 1174(d), 1194, 1197, ad 1198.

4       52. Pursuant to California Labor Code § 2699(a), Plaintiff seeks to recover civil penalties  
5 for Defendant' violations of California Labor Code provisions for which a civil penalty is  
6 specifically provided, including but not limited to, the following:

- 7           a. Pursuant to California Labor Code § 210, for violations of California Labor  
8 Code § 204, Defendant are subject to a civil penalty in the amount of one  
9 hundred dollars (\$100) for the initial violation for each failure to pay each  
10 employee, and two hundred dollars (\$200) per employee for violations in  
11 subsequent pay periods.
- 12           b. Pursuant to California Labor Code § 226.3, for violations of California Labor  
13 Code § 226(a), Defendant are subject to a civil penalty in the amount of two  
14 hundred and fifty dollars (\$250) per aggrieved employee for the initial pay  
15 period where a violation occurs and one thousand dollars (\$1,000) per  
16 aggrieved employee for violations in subsequent pay periods.
- 17           c. Pursuant to California Labor Code § 1174.5, for violations of California Labor  
18 Code § 1174(d), Defendant are subject to a civil penalty of five hundred  
19 dollars (\$500).
- 20           d. Pursuant to California Labor Code § 1197.1, an employers who pays or causes  
21 to be paid to any employee a wage less than the minimum fixed by an order of  
22 the commission, shall be subject to a civil penalty as follows: for any initial  
23 violation that is intentionally committed, one hundred dollars (\$100) for each  
24 underpaid employee for each pay period for which the employee is underpaid;  
25 and for each subsequent violation of the same offense, two hundred fifty  
26 dollars (\$250) for each underpaid employee for each pay period for which the  
27 employee is underpaid regardless of whether the initial violation was  
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1 intentionally committed.

2 53. California Labor Code § 2699(f) provides that for all California Labor Code  
3 violations for which a civil penalty is not specifically provided, the following civil penalties are  
4 established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial  
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each  
6 subsequent violation.

7 54. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f)  
8 for Defendant's violations of California Labor Code provisions for which a civil penalty is not  
9 specifically provided, including but not limited to, California Labor Code §§ 201, 202, 203, 226.7,  
10 1194, 1197, and 1198.

11 55. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California  
12 Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
15 for relief against Defendant, as follows:

16 1. For civil penalties according to proof;

17 2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g),  
18 California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for  
19 attorneys' fees and costs; and

20 3. For such further relief that the Court may deem just and proper.

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22 Dated: July 15, 2024

GUZMÁN & TOKAR LLP

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By: \_\_\_\_\_

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May 8, 2024

Via Email Submission Only

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320 W. Fourth Street, Suite 450  
Los Angeles, California 90013

Via Certified Mail.

CSC – Lawyers Incorporating Service, Agent of Service of Process (Return Receipt Requested)  
Bradcon, LLC *dba* Bradley Concrete  
2710 Gateway Oaks Drive  
Sacramento, CA 95833

**PRIVATE ATTORNEY GENERAL ACT NOTICE**

Re: ***NOTICE PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE § 2699.3 (“PAGA”)  
RE: BRADCON, LLC DBA BRADLEY CONCRETE.***

Dear Sir or Madam:

This firm represents Adrian Perez Enriquez (herein referred to as “Plaintiff”), who was a previous employee of *Bradcon, LLC dba Bradley Concrete* (“Defendants.”) Pursuant to California Labor Code § 2699.3(a), we are providing written notice that Defendants are in violation of various provisions of the California Labor Code (including under California Labor Code § 558.1.) Plaintiff intends on filing a complaint under PAGA against Defendants in Superior Court pursuant to California Labor Code § 2699 (as well as class action claims) on behalf of Plaintiff’s self and all non-exempt and/or hourly employees who worked for Defendants in California within the relevant time period (“Aggrieved Employees.”) Defendants are in the business of concrete construction services.

Plaintiff began his work for Defendants as a cement worker/laborer on or about May 26, 2022, and his employment was terminated on or about May 10, 2023.

During Plaintiff's tenure with Defendants, employees' rest breaks and meal periods were often interrupted or not taken at all. With only one rest break provided per day, Plaintiff often found it impossible to take a second rest break while driving or managing deliveries. Despite being told to take his rest breaks, Plaintiff could not do so due to work responsibilities that were forced upon him by Defendants. Defendants' supervisors were aware that Plaintiff did not take his lawful rest breaks, but they did nothing to help remedy the situation. Plaintiff was not paid rest break premiums for his unlawful rest breaks.

Defendants provided no designated clock-out system for meal periods, only for the regular workday. Meal periods were frequently missed, delayed, or interrupted. Plaintiff would attempt to leave work early to compensate for missed meal breaks but was required to wait in the office until the end of his shift. The normal shift schedule was from 7:00 AM to 3:30 PM. If he didn't take his lunch break, he would attempt to leave 30 minutes early, but this was denied. Meal periods were taken in the office where the foremen were present, responsible for documenting Plaintiff's breaks, but there was no formal clock-in or clock-out system for these periods. Plaintiff was not paid meal period premiums for his unlawful meal periods.

During Plaintiff's tenure with Defendants, Plaintiff worked more than his usually assigned hours a day due to at times working through his meal periods but was not fully compensated as he was only paid for his regularly scheduled hours and not the extra hours worked.

During Plaintiff's tenure with Defendants, Plaintiff was forced to drive to different Defendants yards for work, but he was not reimbursed for these business expenses. Further, Plaintiff regularly used his personal cell phone to keep in contact with Defendants' management and other employees, but Plaintiff was not reimbursed for this business expense.

During the relevant time period, Defendants did not provide compliant meal periods and did not authorize and permit lawful rest breaks for Plaintiff and Aggrieved Employees. Plaintiff and Aggrieved Employees regularly worked in excess of five (5) hours a day without being provided at least half hour meal periods prior to the start of the fifth hour in which they were relieved of all duties, as required by California Labor Code §§ 226.7, 512, and the Wage Order. This was done by, among other things, Defendants exercising control over meal periods or causing meal periods to be late, interrupted, cut short or missed altogether. In fact, they were regularly required to work through all or part of their meal periods. The above items include not being provided a compliant second meal period for shifts worked over 10 hours as well. Moreover, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for instances where Defendants failed to provide the Aggrieved Employees the opportunity to take a compliant first and/or second meal period.

Additionally, Plaintiff and other Aggrieved Employees regularly worked in excess of four (4) hours or major fraction thereof during workdays without being provided at least a ten (10) minute rest period in which they were relieved of all duties, as required by California Labor Code §§ 226, 7, 512 and the Wage Order. This again includes exerting control over Aggrieved Employees during their rest breaks. Despite this, Defendants failed to pay the Aggrieved Employees one hour of pay at their regular rate of pay for the numerous instances where Defendants failed to authorize and permit the Aggrieved Employees the opportunity to take a paid 10-minute rest break, relieved of all duties, for shifts of at least 3.5 hours, second a rest break for shifts of more than 6 hours, or a third rest break for shifts in excess of 10 hours. Simply, Defendants failed to make available to the Aggrieved Employees proper rest breaks in compliance with California law.

Furthermore, by making Plaintiff and Aggrieved Employees work through all or part of their meal periods but still deducting this time from their pay, Defendants has failed to pay all wages due (including minimum wage and the resulting liquidated damages) in violation of, among other things, California Labor Code §§ 204, 210, 558 1194, 1194.2, 1197 and 1197.1 and 1198. Additionally, based on the hours worked, this extra time would be overtime, resulting in a violation of California Labor Code § 510 as well. That is in addition to the fact that Defendants did not pay overtime for all hours worked over 8 hours in a day or 40 in a week. This affects not just the rate owed for the overtime hours that were paid, but also the above overtime hours owed when they were required to work off the clock.

Additionally, Plaintiff and Aggrieved Employees were required to drive to different locations and use their personal cell phone to keep in contact with Defendants. Yet they were not provided any reimbursement for mileage and the use of their personal cell phones As a result, Defendants has violated California Labor Code § 2802.

Defendants failed to maintain records as required under California Labor Code §§ 226, 226.2, 1174, and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each meal period; California Labor Code § §248 and 248.6; and accurate itemized statements.

Defendants knew they were not providing their non-exempt employees with proper meal and rest periods, but knowingly failed to include in the wage statements one (1) extra hour of compensation for each missed meal and rest period. Additionally, Defendants required non-exempt employees to work off the clock and intentionally failed to compensate them for this time. Defendants also illegally and inaccurately recorded the time in which Plaintiff and Aggrieved Employees and/or failed to maintain records of all hours worked by Plaintiff and Aggrieved Employees. In other words, Defendants failed to maintain records relating to hours worked and meal periods taken by Plaintiff and Aggrieved Employees and compensated Plaintiff and Aggrieved Employees based upon their work schedule and not the hours worked by Plaintiff and Aggrieved Employees. The time records reflect Defendants' work schedules for Plaintiff and Aggrieved Employees and not the actual hours worked.

Due to the above actions, Defendants failed to record hours and meal periods in violation of, among others, California Labor Code § 1174 and the Industrial Wage Order. Defendants also failed to maintain accurate payroll records as required by California Labor Code §§ 226, 226.3 and 1198, as well as the Industrial Wage Order. Furthermore, Defendants failed to provide accurate itemized wage statements in violation of California Labor Code § 226 and 226.3 including, among other things, that they did not list the accurate gross and net wages earned, hours worked and applicable rates, and did not include meal period and rest break premiums.

Lastly, due to the above violations, Aggrieved Employees who are no longer employed by Defendants were not paid all wages owed at the end of their employment in violation of, among other things, California Labor Code §§ 201-203, 204 and 558.

Therefore, Defendants is in violation of California Labor Code § 2699.5 including but not limited to the following<sup>1</sup>:

1. California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
2. California Labor Code §§ 226.7 (Unpaid Rest Break Premiums);
3. California Labor Code § 226(a) and 226.3(Non-compliant Wage Statements);
4. California Labor Code §§ 1198 (Standard Conditions of Labor);
5. California Labor Code §§ 1174, Industrial Wage Order (Failure to Maintain Records);

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<sup>1</sup>Without limitation, Plaintiff, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes, each of the following, as is set forth in California Labor Code Section 2699.5, which states:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.

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6. California Labor Code §§ 2802 (Failure to Reimburse Business Expenses);
7. California Labor Code §§ 201, 202 and 203, (Wages Not Timely Paid Upon Termination);
8. California Labor Code §§ 1194, 1194.2, 1197 and 1197.1 (Unpaid Minimum Wages);
9. California Labor Code §§ 510 and 1198 (Unpaid Overtime)
10. California Labor Code §§ 204, 210, and 558 (Failure to Pay All Wages).

Pursuant to California Labor Code § 2699.3(a)(1), Plaintiff will serve the same written notice to Defendants' agent for service and Defendants by certified mail.

Please contact me directly if you have any questions or wish to discuss this matter further. I can be reached through email at [marcia@guzmanandtokar.com](mailto:marcia@guzmanandtokar.com) or you may call our office at (626) 427-7128.

Very truly yours,

  
Marcia Guzman, Esq.  
/s/ Victoria Tokar, Esq.

MG/ga/ah  
CC: Adrian Perez Enriquez

