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Clerk of the Superior Court
By C. Miranda ,Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN DIEGO**

11 JOEL TRACEY, in his representative capacity,
12 on behalf of the State of California, the general
13 public, and all Aggrieved Employees,

14 Plaintiff,

15 v.

16 AECOM TECHNICAL SERVICES, INC., a
17 California Corporation; and DOES 1 through
18 50, Inclusive,

19 Defendants.

Case No.: 24CU000350C

**REPRESENTATIVE ACTION FOR CIVIL
PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT OF
2004 (Labor Code §§ 2698, *et seq.*)**

21 Plaintiff Joel Tracey (“Plaintiff”) brings this representative enforcement action in his
22 representative capacity against Defendants AECOM Technical Services, Inc., and DOES 1 through 50,
23 inclusive (collectively, “AECOM” or “Defendants”), on the following grounds:

24 **INTRODUCTION**

25 1. Plaintiff brings this representative enforcement action under the Private Attorneys General
26 Act of 2004 (codified in California Labor Code §§ 2698, *et seq.*, “PAGA”) on behalf of himself and all
27 other current and former non-exempt employees who performed work for AECOM in California during
28 the relevant time period (referred to herein as “Aggrieved Employees”).

2. Plaintiff alleges that during the relevant time period AECOM engaged in wage and hour violations under the California Labor Code (“Labor Code”) and the Industrial Welfare Commission (“IWC”) Wage Orders by, among other things:

- a. Failing to provide legally compliant meal periods and/or pay premium wages for non-compliant meal periods;
- b. Failing to provide legally compliant rest periods and/or pay premium wages for non-compliant rest periods;
- c. Failing to timely pay all minimum, regular, and/or overtime wages;
- d. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties;
- e. Failing to reimburse for necessary business expenses;
- f. Failing to furnish accurate itemized wage statements;
- g. Failing to maintain accurate records;
- h. Failing to provide employment, time and/or payroll records upon request; and
- i. Engaging in unlawful, unfair, and/or fraudulent business practices.

3. By and through this representative action, Plaintiff seeks to recover all available remedies including, but not limited to, civil penalties, reasonable attorneys’ fees, and litigation costs, as provided under California law.

4. All allegations in this Complaint are based upon information and belief except those allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal knowledge. Each allegation in this Complaint has evidentiary support and/or is likely to have evidentiary support after reasonable opportunity for further investigation and formal discovery.

JURISDICTION AND VENUE

5. This Court has jurisdiction over this action pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) § 410.10 and Labor Code §§ 2698, *et seq.* Pursuant to §§ 2698, *et seq.*, Plaintiff brings this action, in his representative capacity, on behalf of himself and all other Aggrieved Employees.

6. This Court has personal jurisdiction over AECOM because AECOM conduct business in

1 the State of California and have caused injuries in the county of San Diego, as well as throughout the state
2 of California, through their acts, omissions, and violations of the Labor Code and relevant IWC Wage
3 Order.

4 7. Venue as to AECOM is proper in this judicial district pursuant to Code of Civil Procedure
5 §§ 395(a) and 395.5. AECOM transacts business in San Diego County and is otherwise within this Court's
6 jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on
7 Plaintiff and all other Aggrieved Employees within the county of San Diego and throughout the State of
8 California.

9 **THE PARTIES**

10 **I. PLAINTIFF**

11 8. Plaintiff Joel Tracy at all material times mentioned herein:

- 12 a. Was and is a resident of the county of San Diego, California;
- 13 b. Engaged in work under AECOM's contracts with the United States armed forces at
14 various locations, including the Vandenberg Space Force Base and Naval
15 Amphibious Base Coronado;
- 16 c. Was employed by and/or has otherwise performed work for AECOM in the
17 Ecologist II position from approximately April 27, 2022 to approximately
18 January 2023;
- 19 d. Was employed by and/or has otherwise performed work for AECOM in the
20 American Academy of Underwater Sciences (AAUS) Diving Safety Officer
21 position from January 2023 to approximately October 2023;
- 22 e. Was classified by AECOM as a non-exempt employee for purposes of the Labor
23 Code and the IWC Wage Orders from approximately April 2022 through October
24 2023;
- 25 f. Earned an hourly wage from approximately April 2022 to approximately October
26 2023 and was paid on a biweekly basis;
- 27 g. Was not provided with the opportunity to take legally compliant meal periods
28 and/or paid premium wages for non-compliant meal periods;

- h. Was not authorized and permitted to take legally compliant rest periods and/or paid premium wages for non-compliant rest periods;
- i. Was not timely compensated the appropriate minimum, regular, and/or overtime wages for all time actually worked;
- j. Was not timely paid all wages due and payable upon separation of employment, and/or the required waiting time penalties for late payment of wages;
- k. Was not reimbursed for all necessary business expenses that were incurred in the discharge of his job duties;
- l. Was not furnished with accurate itemized wage statements;
- m. Contends his employment records were not accurately maintained by AECOM;
- n. Is an “aggrieved employee” within the meaning of Labor Code § 2699(c);
- o. Has complied with all requirements outlined in Labor Code §§ 2698, *et seq.*;
- p. Was and is subject to Defendant’s unlawful, unfair, and fraudulent business practices; and
- q. Is a member of the class defined herein.

II. DEFENDANTS

9. Defendant AECOM Technical Services, Inc. (AECOM) is a global company offering services in architecture and design, construction management, engineering environmental services, IT and cybersecurity, program management, air quality consulting and engineering, electric vertical takeoff and landing solutions, and fabrication. AECOM is authorized to do business, and is actively doing business, throughout the state of California, with their principal place of business located in Los Angeles, California.

10. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of defendants Does 1 through 50, inclusive, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff will amend this Complaint, setting forth the true names and capacities of these fictitiously named defendants when their true names are ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitious defendants have participated in the acts and/or omissions alleged in this Complaint.

11. At all times mentioned herein, the acts alleged to have been done and/or caused by the

1 named defendants are also alleged to have been done and/or caused by each of the fictitiously named
2 defendants, and by each of their agents and/or employees who acted within the scope of their agency
3 and/or employment.

4 12. At all times mentioned herein, each named defendant, including each fictitiously named
5 defendant, is believed to have acted individually or as an officer, agent, or employee of each of the other
6 defendants.

7 13. At all times mentioned herein, each named defendant, including each fictitiously named
8 defendant, acted as an agent, servant, employee, co-conspirator, alter-ego and/or joint venture of each of
9 the other defendants, and in doing the things alleged herein acted within the course and scope of such
10 agency, employment, alter-ego and/or in furtherance of the joint venture.

11 14. At all times mentioned herein, the acts and/or omissions of each of the named defendants,
12 including each fictitiously named defendant, concurrently contributed to the various acts and/or omissions
13 of each and every one of the other defendants, including each fictitiously named defendant, in proximately
14 causing the wrongful conduct, harm, and/or damages alleged herein. Each of the named defendants,
15 including each fictitiously named defendant, approved of, condoned, and/or otherwise ratified each and
16 every one of the acts and/or omissions complained herein. Each named defendant, including each
17 fictitiously named defendant, was and is acting with authority of each and every other defendant and/or
18 are acting as agents of each and every other defendant or Doe defendant.

19 15. At all times mentioned herein there was a unity of interest and ownership between each
20 defendant, including each fictitiously named defendant, such that all defendants acted as a single employer
21 of Plaintiff and all other Aggrieved Employees.

22 16. At all times mentioned herein, each defendant, including each fictitiously named
23 defendant, exercised supervision and control over the wages, hours, and/or working conditions of Plaintiff
24 and all other Aggrieved Employees, including, but not limited to, implementing standard policies and
25 procedures.

26 17. At all times mentioned herein, each defendant, including each fictitiously named
27 defendant, had control over Aggrieved Employees.

28 18. Each named defendant, including each fictitiously named defendant, is alleged to have

1 caused each of the violations alleged herein.

2 19. Each defendant, including each fictitiously named defendant, is jointly and severally liable
3 for each of the violations alleged herein.

4 **FACTUAL ALLEGATIONS**

5 20. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all
6 paragraphs of this Complaint.

7 21. Plaintiff was employed by, or otherwise performed work for, AECOM from April 22, 2022,
8 in San Diego, until his termination on October 27, 2023. Plaintiff initially performed work for AECOM
9 as an Ecologist II from April 22, 2022 to approximately January 2023. In this role Plaintiff was considered
10 a “part-time variable employee,” paid \$29.00 an hour.

11 22. As an Ecologist II, plaintiff worked under AECOM’s contracts with the United States
12 armed forces. Plaintiff’s job duties included, but were not limited to, scientific diving, piezometer and
13 transducer monitoring/replacement, additional work for terrestrial surveys, and fuel management.

14 23. Subsequently, Plaintiff was transitioned to a “part-time variable permanent employee” as
15 an AAUS Diving Safety Officer (DSO) beginning approximately in January 2023, as AECOM was at risk
16 of losing their AAUS accreditation. This accreditation was critical for AECOM to maintain several high
17 value contracts. Plaintiff was paid \$40.00 an hour, even though the Defendants communicated that he
18 would be paid \$75.00 an hour for this position.

19 24. Specifically, Plaintiff’s job duties were, but were not limited to, bring AECOM into AAUS
20 compliance and oversee the day-to-day operations of the scientific diving program, per Appendix B – 29
21 CFR 1910 Subpart T (governing dive operations for companies within the United States).

22 25. During his employment, Plaintiff asserts that that the Defendants failed to timely pay
23 Aggrieved Employees, including himself, all minimum, regular, and/or overtime wages for all time
24 actually worked or spent under the control of the Defendants. For instance, Defendants instructed Plaintiff
25 to exclude and/or reduce from his timesheets and billing records time entries for work he performed for
26 the Defendants.

27 26. Additionally, no list was provided to Plaintiff containing the alleged maximums for
28 Plaintiff to reference as he performed his work. Furthermore, the emergency matters could not reasonably

1 be subject to the Defendants' maximums. For instance, AECOM asked Plaintiff to report to work for an
2 urgent matter that required twenty (20) hours of work, but Defendants then informed Plaintiff they would
3 pay him no more than twelve (12) hours.

4 27. Plaintiff and other aggrieved Employees expended the time and effort necessary to see their
5 assigned AECOM project through to completion, Defendants did not compensate Plaintiff and, on
6 information and belief, other Aggrieved Employees minimum and overtime wages for the time spent
7 performing substantial off-the-clock work.

8 28. AECOM has employed, and will continue to employ, several individuals in various non-
9 exempt and exempt positions, in San Diego County and throughout the State of California.

10 29. Plaintiff and all other Aggrieved Employees were subject to, and continue to be subject to,
11 the same and/or similar policies, practices, procedures, guidelines, and/or culture described herein.

12 30. Plaintiff and all other Aggrieved Employees have suffered, and will continue to suffer, the
13 same and/or similar violations of law described herein.

14 31. Defendants did not, and do not, have a policy, practice, procedure, guideline, and/or culture
15 of providing all Aggrieved Employees with the opportunity to take an uninterrupted, thirty (30) minute
16 off-duty meal period before the end of their fifth (5th) hour of work when they work five (5) or more hours
17 in a day. Similarly, Plaintiff contends that Defendants did not, and do not, have a policy, practice,
18 procedure, guideline and/or culture of providing all Aggrieved Employees with the opportunity to take a
19 second uninterrupted, thirty (30) minute off-duty meal period when they work more than ten (10) hours
20 in a day.

21 32. For instance, Plaintiff and other Aggrieved Employees were permitted to take a meal break,
22 but they were regularly required to remain on duty during said periods. As a result, their meal breaks were
23 routinely interrupted due to time-sensitive projects that occurred during meal periods. Moreover,
24 Aggrieved Employees, including Plaintiff, had to regularly monitor their company electronic devices
25 and/or personal cell phones during meal periods and respond as necessary. Additionally, Defendants had
26 and have a policy and practice of automatically deducting thirty (30) minutes from Plaintiff's and, on
27 information and belief, other Aggrieved Employees' paychecks for meal periods, regardless of whether
28 they received legally compliant meal periods.

33. Despite not being provided with legally compliant meal periods, Defendants did not, and do not, have a policy, practice, procedure, guideline and/or culture of paying meal period premiums to Plaintiff and other Aggrieved Employees for all meal periods that do not comply with California law on the days designated in advance by Defendants as the regular payday.

34. Defendants did not, and do not, have a policy, practice, procedure, guideline, and/or culture of authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted off-duty rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof.

35. For example, Plaintiff and other Aggrieved Employees were not authorized and permitted to take a 10-minute rest period for every four hours worked that was free from work and Defendants' control due to the intensive nature of many tasks including, but not limited to, diving and managing the equipment and safety of themselves and other team members. Thus, Claimant and other Aggrieved Employees were never provided with the opportunity to take legally compliant rest periods.

36. Despite not being provided with legally compliant rest periods, Defendants did not, and do not, have a policy, practice, procedure, guideline, and/or culture of compensating Plaintiff and other Aggrieved Employees for all unlawful rest periods on the days designated in advance by Defendants as the regular payday.

37. Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or culture of not compensating Plaintiff and all other Aggrieved Employees minimum, regular, and/or overtime wages for all time engaged in work on behalf of Defendants and/or time spent under the control of Defendants at least every two weeks on the days designated in advance by Defendants as the regular payday.

38. Defendants failed, and continue to fail, to meet their obligation of timely paying Plaintiff and all other Aggrieved Employees for all the time they spent working off the clock. Plaintiff and other Aggrieved Employees were directed, pressured, compelled, and/or otherwise coerced to remain on call, monitor their cell phones, and maintain business operations at all times, including when they attempted to take their meal periods. However, Defendants considered such time as non-compensable time and therefore failed to provide any remuneration to Plaintiff and Aggrieved Employees.

39. In addition, Plaintiff and other Aggrieved Employees regularly performed work for

1 Defendants and/or were under the control of AECOM while they performed work off-the-clock during
2 their meal periods. However, Defendants also considered such time as non-compensable time and
3 therefore failed to provide any remuneration to Plaintiff and Aggrieved Employees.

4 40. Therefore, based on the foregoing, Plaintiff and other Aggrieved Employees, were not paid
5 on the days designated in advance by Defendants as regular pay days for all time actually worked and/or
6 spent under the control of AECOM.

7 41. Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or
8 culture of willfully failing to timely pay former Aggrieved Employees with all wages due and owing upon
9 separation of employment and/or the mandated waiting time penalties for the late payment of such wages.
10 For instance, despite being terminated on approximately October 27, 2023, Plaintiff was not immediately
11 paid his final wages, nor has he received the necessary waiting time penalties for the late payment of his
12 final wages. Plaintiff, and on information and belief, other former Aggrieved Employees were not timely
13 paid all wages due and owed upon separation of employment and/or paid the required waiting time
14 penalties, in large part due to Defendants' policy, practice, procedure, guideline, and/or culture of failing
15 to properly pay all minimum, regular, overtime, and/or premium wages.

16 42. Defendants had, and continue to have, a policy, practice, procedure, guideline, and/or
17 culture of failing to reimburse. For instance, under the promise of reimbursement by Defendants, Plaintiff
18 was not reimbursed for all necessary business expenses, such as, trainings, required certifications, annual
19 professional instructor insurance, professional instructor membership, medical training recertification as
20 a California State Emergency Technician, California Boater Safety Course, and attendance at the
21 mandatory DSO Orientation of the AAUS, that were incurred in the performance of their job duties,
22 amounting to Plaintiff's estimated loss being in excess of approximately \$8,085. Defendants further
23 refused to reimburse Plaintiff for his expenditures during AECOM's project requiring his physical
24 presence in Florida, resulting in an additional loss to Plaintiff of approximately \$1,500.

25 43. Additionally, despite Plaintiff having a company card that was meant for him to use for
26 travel, Defendants refused to pay the credit card bill, despite Plaintiff submitting receipts to substantiate
27 all of his charges. Accordingly, Defendants failed to reimburse Plaintiff and, on information and belief,
28 other Aggrieved Employees in violation of California law.

44. Further, Defendants had, and continue to have, a policy, practice, procedure, guideline and/or culture of furnishing Aggrieved Employees, including Plaintiff, with wage statements that do not comply with California law. The wage statements furnished to him and other Aggrieved Employees do not include, for instance, the total hours actually worked by the employee, all applicable hourly rates in effect during the pay period, including the proper overtime rate, the corresponding number of hours worked at each hourly rate by the employee, the gross wages actually earned, and the net actual wages earned.

45. Due to the lack of information on the furnished wage statements, Aggrieved Employees, such as Plaintiff, were unable to promptly and easily determine the total hours actually worked, all applicable hourly rates in effect during the pay period, including the proper overtime rate, the corresponding number of hours worked at each hourly rate, the gross wages actually earned, and the net actual wages earned, among other things.

46. Defendants have, and continue to have, a policy, practice, procedure, guideline, and/or culture of failing to keep and maintain accurate employment records reflecting, for example, all of Plaintiff's and other Aggrieved Employees' actual hours worked, the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, and wages earned and paid. For instance, Defendants had, and continue to have, a policy, practice, procedure, and/or guideline of failing to record the actual hours worked by Aggrieved Employees, including the proper end of each work period, the total hours worked during the pay period, including off-the-clock work, and all meal periods, resulting in non-payment of earned wages and inaccurate wage statements.

PAGA DESIGNATION

47. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

48. By and through this representative enforcement action, Plaintiff intends to represent the following Aggrieved Employees:

The Non-Exempt AECOM Employees:

All current and former non-exempt employees of AECOM store in California during the period commencing on the date that is within one year and sixty-five days prior to the filing of this Complaint through and including

the last date of trial (hereinafter the “PAGA Period”). To the extent that California Rules of Court, Appendix I, Emergency Rule 9 and/or equitable tolling operates to toll the claims against Defendants, the PAGA period should be adjusted accordingly.

49. The Aggrieved Employees are all “employees” as the term is used in the Labor Code and the IWC Wage Orders regulating wages, hours, and working conditions in the State of California.

50. A more precise definition of the aggrieved employees may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the group of aggrieved employees as permitted by California law.

51. Pursuant to Labor Code §§ 2698 *et seq.*, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

52. Pursuant to the PAGA all civil penalties recovered must be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the aggrieved employees, pursuant to Labor Code § 2699(i).

53. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff’s and all other Aggrieved Employees’ employers or persons acting on behalf of Aggrieved Employees’ employers, either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code §§ 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, is subject to civil penalties for each underpaid employee, as well as liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed pursuant to Labor Code § 203.

54. Plaintiff is an “aggrieved employee” under the PAGA because he was employed by the alleged violators, AECOM, and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of other Aggrieved Employees. (See *Huff v. Securitas Security Services, USA, Inc.*, 23 Cal. App. 5th 745, 751, 761 (2018); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 519 (2018).)

55. All other Non-Exempt AECOM Employees and Exempt AECOM Employees are also “aggrieved employees” under the PAGA as Defendants employed them and all Aggrieved Employees experienced one or more of the alleged violations outlined herein.

56. Pursuant to Labor Code §§ 2698 *et seq.*, Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code § 2699.3. On May 2, 2024, Plaintiff submitted notice to the LWDA and Defendants informing them of Defendants’ alleged Labor Code violations pursuant to the PAGA. (See **Exhibit 1.**) Pursuant to the PAGA, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not provided notice of its intent to investigate the alleged violations. Plaintiff thus has the right to pursue, and does pursue, his claims under PAGA in a representative capacity pursuant to Labor Code §§ 2698 *et seq.*

57. As set forth herein, Defendants have committed, and continue to commit, numerous violations for which the Labor Code and applicable IWC Wage Order entitles Plaintiff, in his representative capacity, to recover, on behalf of himself, all other Aggrieved Employees, the State of California, and the general public, civil penalties as well as attorneys’ fees and costs from Defendants for the alleged violations, described herein.

58. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, and 2802. Plaintiff and other Aggrieved Employees are entitled to, and therefore seek, the civil penalties described in Labor Code § 2699(f) for the violations of law described herein.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

(By Plaintiff in his Representative Capacity against Defendants and Does 1-50)

PRIVATE ATTORNEYS GENERAL ACT OF 2004

[Labor Code §§ 2698, *et seq.*]

59. Plaintiff realleges and incorporates by reference, as though fully set forth herein, all paragraphs of this Complaint.

60. Plaintiff, in his representative capacity, on behalf of himself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through a representative enforcement action based on violations of the following Labor Code and/or IWC Wage Order provisions:

- a. Failing to provide legally compliant meal periods and/or timely pay premium wages for non-compliant meal periods during employment in violation of Labor Code §§ 204, 226.7, 512, 558 and the “Meal Periods” section of IWC Wage Order No. 7-2001;
- b. Failing to provide legally compliant rest periods and/or timely pay premium wages for non-compliant rest periods during employment in violation of Labor Code §§ 204, 226.7, and the “Rest Periods” section of IWC Wage Order No. 5-2001;
- c. Failing to timely pay all minimum and/or regular wages during employment in violation of Labor Code §§ 204, 210, 1194, 1194.2, 1197, 1197.1, 1198, and the IWC Wage Order No. 7-2001;
- d. Failing to timely pay all overtime wages during employment in violation of Labor Code §§ 204, 210, 510, 558, 1194, 1198, and the IWC Wage Order No. 7-2001;
- e. Failing to timely pay all wages due and owing at the time of separation and/or the required waiting time penalties in violation of Labor Code §§ 201-203 and 210;
- f. Failure to reimburse all necessary business expenses in violation of Labor Code § 2802;
- g. Failing to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and the “Records” section of IWC Wage Order No. 7-2001; and
- h. Failing to maintain accurate employment, time, and/or payroll records in violation of Labor Code §§ 226, 1174, 1174.5, and the “Records” section of IWC Wage Order No. 7-2001.

61. Labor Code § 98.6(a)(3) provides that “[i]n addition to other remedies available, an employer who violates this section is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) per employee for each violation of this section, to be awarded to the employee or employees who suffered

1 the violation.” Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
2 Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code § 98.6(a)(3).

3 62. Labor Code § 210 provides that any person who fails to pay wages as provided in Labor
4 Code §§ 201.3, 204, 204(b), 204.1, 204.2, 205, 205.5, and 1197.5 shall be subject to a civil penalty of
5 \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or
6 any willful or intentional violation \$200 for each failure to pay each employee, plus 25% of the amount
7 unlawfully withheld, in addition to any other penalty. Plaintiff, in his representative capacity on behalf of
8 himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed
9 by Labor Code § 210.

10 63. Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation for an
11 initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer
12 fails to provide the employee a wage deduction statement or fails to keep the records required in section
13 226(a), this civil penalty in addition to any other penalty provided by law. Plaintiff, in his representative
14 capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks, the
15 civil penalty imposed by Labor Code § 226.3.

16 64. For violations of Labor Code §§ 510 and 512, in addition to any other recovery provided
17 by law, Labor Code § 558 imposes a civil penalty of \$50 per pay period for each underpaid employee for
18 the initial violation and \$100 per pay period for each underpaid employee for each subsequent violation
19 of any section of Labor Code Division 2, Part 2, Chapter 1, or any provision regulating hours and days of
20 work in any order of the IWC. Plaintiff, in his representative capacity on behalf of himself and all other
21 Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor Code § 558.

22 65. Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain
23 accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period,
24 per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor
25 Code § 1174(d). Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
26 Employees, is entitled to, and therefore seeks, the civil penalty imposed by § 1174.5.

27 66. Labor Code § 1197.1 imposes a civil penalty of \$100 for each underpaid employee for each
28 pay period for which the employee is underpaid and a subsequent civil penalty of \$250 for each underpaid

1 employee for each pay period for which the employee is underpaid for paying or causing an employee to
2 be paid a wage less than the minimum wage. Plaintiff, in his representative capacity on behalf of himself
3 and all other Aggrieved Employees, is entitled to, and therefore seeks, the civil penalty imposed by Labor
4 Code § 1197.1.

5 67. Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the
6 initial violation, and \$200 per pay period, per employee for each subsequent violation for all Labor Code
7 provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code
8 §§ 201, 202, 203, 204, 226(a), 226.7, 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Plaintiff, in his
9 representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
10 therefore seeks, the civil penalty imposed by Labor Code § 2699(f).

11 68. Labor Code § 2699(g)(1) provides that an employee who prevails in a civil action brought
12 pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff,
13 in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and
14 therefore seeks, attorneys' fees and costs.

15 69. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
16 Employees, is entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code §
17 218.5 and Code of Civil Procedure § 1021.5.

18 70. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved
19 Employees, requests further relief as described in the below prayer for relief.

20 **PRAYER FOR RELIEF**

21 71. Plaintiff, in his representative capacity, prays for judgment against AECOM Technical
22 Services Inc. and in favor of the state of California, Plaintiff, and all other Aggrieved Employees as
23 follows:

- 24 a. For any and all civil penalties available for the Labor Code violations alleged herein
25 including, but not limited to, civil penalties under Labor Code §§ 98.6(a)(3), 210,
26 225.5, 226.3, 558, 1102.5(f), 1174.5, 1197.1, 2699(f), and/or other applicable law;
27 b. For an order determining that Plaintiff is entitled to recover a civil penalty of \$100
28 for each Aggrieved Employee per pay period for the initial violation and \$200 for

each Aggrieved Employee per pay period for each subsequent violation as provided in Labor Code § 2699(f);

c. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including, but not limited to, Labor Code §§ 210, 218.5, 218.6, 226(e), 558, 1194, 1194.2, 1197.1, 2802, 2699(g)(1), Code of Civil Procedure § 1021.5, and the "common fund" theory, the "substantial benefit" theory, and/or other applicable law; and

d. For any and all other relief as this Court deems proper and just and is available under Labor Code §§ 2698, *et seq.*

Respectfully submitted,

Dated: July 9, 2024

GRAHAMHOLLIS APC

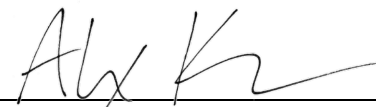
By: 
Graham S.P. Hollis
Nathan J. Reese
Alex M. Kuner
Attorneys for Plaintiff Joel Tracey

EXHIBIT 1

May 2, 2024

Attorneys at Law

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619.692.0822 fax

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Nathan Reese
nreese@grahamhollis.com
619.344.8696 direct

VIA ONLINE ELECTRONIC

California Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 95612

CERTIFIED MAIL (RETURN RECEIPT)

AECOM Technical Services, Inc.
300 South Grand Ave, 9th Floor
Los Angeles, CA 90071

CT Corporation System
Agent for Service of Process for AECOM Technical Services, Inc.
330 N Brand Blvd
Glendale, CA 91203

Re: Joel Tracey's PAGA Claims Against AECOM Technical Services, Inc.

Dear California Labor and Workforce Development Agency and AECOM Technical Services Inc.:

Please be advised that Joel Tracy ("Claimant") has retained our firm, Graham**Hollis** APC, to represent him for various claims against AECOM Technical Services, Inc. (the "Company").

Please be advised that this letter shall serve as Claimant's written notice to the California Labor and Workforce Development Agency ("LWDA") and the Company of the alleged California Labor Code ("Labor Code") violations Claimant claims the Company committed against him and all other current or former non-exempt employees who performed work for the Company in California during the relevant statutory period. Claimant provides this notice, which includes the facts and theories to support his Labor Code violations in accordance with the Private Attorneys General Act of 2004 (codified in Labor Code §§ 2698, *et seq.*, "PAGA"), Labor Code § 2699.3. Claimant desires to file a civil action to enforce his rights under the Labor Code and seek penalties accordingly.

Pursuant to Labor Code § 2699(a), and by way of this written notice, Claimant intends to represent himself and all other current and former non-exempt employees who

Graham S.P. Hollis

Vilmarie Cordero

Hali Anderson

Nathan Reese

Nora Steinhagen

Alyssa Smith*

Allison Schubert

Alex Kuner

Dawn M. Berry

Brisa Martinez

Taylor M. Gee

Samara Bahu

*Provisionally Licensed Lawyer

performed work for the Company in California during the relevant time period and who suffered at least one of the violations alleged herein (referred to herein as “Aggrieved Employees”). All Aggrieved Employees, including Claimant, are believed to have suffered at least one of the Labor Code violations described herein. Claimant therefore contends that he and all other Aggrieved Employees are “aggrieved employees” as defined by the PAGA.

FACTUAL BACKGROUND

AECOM Technical Services, Inc. is a California corporation with its principal place of business located in Los Angeles, California. AECOM is a global company offering services in architecture and design, construction management, engineering, environmental services, IT and cybersecurity, program management, air quality consulting and engineering, electric vertical takeoff and landing solutions, and fabrication. AECOM is authorized to do business, and is actually doing business, throughout the state of California.

Claimant performed work for the AECOM as an Ecologist II in San Diego, California, from approximately April 27, 2022, until approximately January 2023, when Claimant transitioned to the position of American Academy of Underwater Sciences (“AAUS”) Diving Safety Officer until he was unexpectedly terminated in approximately October 2023. As an Ecologist II, Claimant performed diving work under AECOM’s contracts with the United States armed forces at various locations, including the Vandenberg Space Force Base and Naval Amphibious Base Coronado. In this role, Claimant was considered a “part-time variable employee,” paid \$29.00 on an hourly basis.

As an AAUS Diving Safety Officer, Claimant would receive tasks directly from AECOM management through his Safecon account and would also communicate with the AECOM Dive Control Board member, Tony Indorato. In this role, Claimant worked to address AECOM’s already-transpired emergency events to restore AECOM’s threatened accreditation with the AAUS. Claimant continued to be classified as a “part-time variable permanent employee” and was paid \$40.00 an hour, even though the Company communicated with him that he would be paid \$75.00 an hour for this position.

The Company denied Claimant and other Aggrieved Employees the specific rights afforded to them under the Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders. Specifically, the Company failed to timely pay Claimant and all other Aggrieved Employees all of their minimum, regular, and/or overtime wages; failed to provide legally compliant meal periods and/or timely pay meal period premium wages; failed to provide legally compliant rest periods and/or timely pay rest period premium wages; failed to reimburse for business expenses; failed to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties; failed to furnish accurate itemized wage statements; and failed to maintain accurate employment records. Further, the Company engaged in unlawful, unfair, and/or fraudulent business practices and violated the Private Attorney General’s Act of 2004.

Claimant contends that the Company failed to timely pay Aggrieved Employees, including himself, all minimum, regular, and/or overtime wages for all time actually worked or spent under the control of the Company. For example, AECOM instructed Claimant to exclude and/or reduce from his timesheets and

billing records time entries for work he performed for the Company. Notably, there was no list containing the alleged maximums for Claimant to reference as he performed his work, and the resolution of certain emergency matters could not reasonably be subjected to the Company's alleged maximums. On one occasion, for example, AECOM asked Claimant to report to work for an urgent matter that took twenty (20) hours, but AECOM then informed Claimant that they would pay him for no more than twelve (12) hours. Although Claimant and other Aggrieved Employees expended the time and effort necessary to see their assigned AECOM projects through to completion, the Company did not compensate Claimant and, on information and belief, other Aggrieved Employees minimum and overtime wages for the time spent performing substantial off-the-clock work.

Claimant alleges that the Company did not provide him and other Aggrieved Employees with the opportunity to take 30-minute, off-duty, uninterrupted meal periods that were free from the Company's control when they worked more than six hours in a day. Although Claimant and other Aggrieved Employees were permitted to take a meal break, they were regularly required to remain on duty during said periods. As a result, their meal times were routinely interrupted due to time-sensitive projects that occurred during meal periods. Moreover, even when the most urgent projects did not occur during meal periods, Claimant and other Aggrieved Employees were required to remain on-call, monitor their cell phones, and maintain business operations at all times, including any time they attempted to take a meal period. In addition, the Company had a policy and practice of automatically deducting 30-minutes from Claimant and other Aggrieved Employees' paychecks for meal periods, regardless of whether they received legally compliant meal periods. Despite the fact that the Company failed to provide Claimant and other Aggrieved Employees with legally compliant meal periods, the Company failed to compensate Claimant and other Aggrieved Employees one of hour of pay at the employees' regular rate of compensation for each meal period violation. Further, as a result of the Company's unlawful practice of automatically deducting 30 minutes from Claimant and Aggrieved Employees shifts, the Company failed to compensate them for all minimum, regular, and overtime wages.

Similarly, Claimant further alleges that the Company failed to authorize and permit him and the other Aggrieved Employees to take an off-duty, uninterrupted, 10-minute rest period for every four (4) hours worked or major fraction thereof. Specifically, Claimant and other Aggrieved Employees were unable to take rest breaks due to the intensive nature of many tasks including, but not limited to, diving and managing the equipment and safety of themselves and other team members. Thus, Claimant and other Aggrieved Employees were never provided with the opportunity to take legally compliant rest periods. Despite the fact that the Company failed to provide Claimant and other Aggrieved Employees with legally compliant rest periods, the Company failed to compensate Claimant and other Aggrieved Employees one of hour of pay at the employees' regular rate of compensation for each rest period violation.

Based on the foregoing, Claimant contends that he and all other Aggrieved Employees were not timely paid all minimum, regular, and/or overtime wages for all hours actually worked.

Claimant also asserts that the Company failed to reimburse Claimant and other Aggrieved Employees for all necessary work expenditures. Specifically, the Company failed to reimburse Claimant for the expense and maintenance of his dive equipment. Similarly, Claimant and other Aggrieved Employees were in effect forced to personally cover the costs of trainings, certifications, travel, and more on behalf of

AECOM under the promise of reimbursement. For example, AECOM failed to reimburse Claimant for the following trainings and certifications required of AECOM Diving Safety Officers: annual professional instructor insurance, professional instructor membership, medical training recertification as a California State Emergency Technician, California Boater Safety Course; DAN DFA Pro Instructor Course; and attendance at the mandatory DSO Orientation of the AAUS, amounting to Claimant's estimated loss being in excess of approximately \$8,085. AECOM further refused to reimburse Claimant for his expenditures during an AECOM project requiring his physical presence in Florida, resulting in an additional loss to Claimant of approximately \$1,500. Similarly, despite Claimant having a company card that he was supposed to use for travel, the Company refused to pay the credit card bill, despite Claimant submitting receipts to substantiate all of his charges. Accordingly, the Company failed to reimburse Claimant and, on information and belief, other Aggrieved Employees in violation of California law.

Claimant also alleges that the Company did not timely pay former Aggrieved Employees, such as himself, all wages due and owing upon separation of employment and/or the required waiting time penalties for the late payment of wages. For example, despite the Company unexpectedly terminating Claimant in approximately October 2023, Claimant was not paid all of his wages due and owing including, but not limited to, all unpaid minimum, regular, overtime, and premium wages. Claimant further contends, based on information and belief, that other former Aggrieved Employees were not timely paid all wages due and owing upon separation of employment and/or the required waiting time penalties.

Additionally, the wage statements furnished by the Company to Claimant and other Aggrieved Employees did not reflect the correct total hours worked by the employee, the correct amount of gross and/or net wages earned, and/or all applicable hourly rates and the corresponding number of hours worked at each hourly rate, among other things, as required by the Labor Code. Specifically, Claimant's wage statements incorrectly reflected that he worked substantially less hours than he actually did, due to the Company's refusal to compensate Claimant for hours worked in excess of the maximum allotted hours for specific tasks. As a result, the Company failed to furnish accurate wage statements to Claimant and the other Aggrieved Employees for their actual hours work.

As a direct result of the Company's illegal policies, practices, procedures, and/or guidelines, like those described herein, the Company failed to maintain accurate records reflecting all of Claimant's and other Aggrieved Employees' actual time worked, the beginning and end of each meal period, and actual wages earned and paid, among other things, in violation of California law. For instance, per Company policy and practice, Claimant, and other Aggrieved Employees, did not clock in and out for their meal periods but instead submitted weekly timesheets that were then altered by supervisors according to the Company's maximum hours permitted for performing certain tasks, resulting in inaccurate employment records.

Due to the foregoing Labor Code violations, the Company denied, and continues to deny, Claimant and other Aggrieved Employees certain rights afforded to them under the Labor Code and the applicable IWC Wage Order. Claimant makes these claims against the Company on behalf of himself and all other Aggrieved Employees.

All facts, claims, and/or legal theories contained within this written notice are alleged and/or asserted on behalf of Claimant and all other Aggrieved Employees. The facts, claims, and/or legal theories contained in this written notice are based on the information available at the time of this writing. Since Claimant's investigation is ongoing, Claimant reserves his right to assert any and all related facts, claims, and/or theories of liability discovered after the sending of this letter on behalf of himself and all other current or former Aggrieved Employees against the Company and/or other persons that may be discovered after the sending of this letter. Such other persons may include, but are not limited to, those persons who have acted as an agent, subsidiary, servant, employee, co-conspirator, alter-ego, and/or joint venture of the Company, as well as those persons who caused and/or concurrently contributed to the various acts and/or admissions of each and every one of the others, including the Company, in proximately causing the wrongful conduct, harm, and/or damages alleged herein or otherwise participated in or ratified any or all of the acts and/or omissions complained herein, and those who were acting within the authority and/or scope of the Company. Claimant reserves the right to revise these facts and/or add any new claims or legal theories by amending this written notice and/or by adding facts, claims, and/or legal theories to his civil complaint.

FAILURE TO TIMELY PAY MINIMUM, REGULAR AND/OR OVERTIME WAGES

(Labor Code §§ 204, 210, 510, 558, 1194, 1194.2, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" sections of the Applicable IWC Wage Order)

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Specifically, Labor Code § 204(a) states all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).)

Labor Code § 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." See *Gonzalez v. Downtown LA Motors, LP*, 215 Cal. App. 4th 36, 44 (2013) (providing that an employer may not pay "less than the applicable minimum wage for all hours worked in the payroll period, whether the remunerations is measured by time, piece, commission, or otherwise.")

The "Minimum Wages" section of the applicable IWC Wage Order further provides that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

Labor Code § 1197.1 provides:

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law or by an order of the commission shall be subject to a civil

penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203...

Labor Code § 510(a), which codifies an employee's right to overtime compensation, provides:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

The "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Order mandate the same requirements as Labor Code § 510. Under California law, an employee may not waive his or his right to overtime compensation. *Early v. Superior Court*, 79 Cal. App. 4th 1420, 1430 (2000).

Labor Code § 1194(a) provides:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Labor Code § 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code § 210 states that, "every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty" of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code § 558 provides that, “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 Industrial Welfare Commission shall be subject to a civil penalty” of \$50 for each underpaid employee for each pay period for which the employee was underpaid for any initial violation, and \$100 for each underpaid employee for each pay period for which the employee was underpaid for each subsequent violation.

As set forth above, the Company failed to timely pay all minimum, regular, and/or overtime wages to Claimant and other Aggrieved Employees for all time engaged in work on behalf of the Company. For example, AECOM failed to compensate Claimant and other Aggrieved Employees for all of the hours worked in excess of AECOM’s arbitrary maximum allotted time. Moreover, AECOM failed to compensate employees for the hours spent remaining on-call and immediately responding to work-related communications at all times during the day—even during the meal and rest periods to which Claimant and the other Aggrieved Employees were entitled. Additionally, the Company failed to timely pay all overtime wages to Claimant and other Aggrieved Employees for all hours worked in excess of eight hours per day, twelve (12) hours per day, and/or forty (40) hours per week. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS AND/OR TIMELY
PAY PREMIUM WAGES IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, 512, 558, and the “Meal Periods” section of the Applicable IWC Wage Order)

Section 512(a) of the Labor Code provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. (Emphasis added.)

In pertinent part, the “Meal Periods” section of the applicable IWC Wage Order states:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual

consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.

A meal period generally comports with the requirements of California law if the employee has at least 30-minutes uninterrupted and the employee is relieved of any and all duty and is free to leave the premises during such time. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1036 (2012). California law further prohibits employers from “...undermining [its] formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.” *Id.* at p. 1040 [internal citations omitted].

Pursuant to Labor Code § 226.7:

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee’s fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy v. Kenneth Cole Productions, Inc.*, 40 Cal. 4th 1094, 1103-1114 (2007).

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

As set forth above, the Company failed to provide Claimant and other Aggrieved Employees with the opportunity to take uninterrupted, off-duty meal periods of at least 30-minutes before the start of their sixth hour of work and/or a second off-duty 30-minute meal period when they worked in excess of 10 hours in a workday. Consequently, Claimant and other Aggrieved Employees are entitled to receive one hour of premium wages for each day a compliant meal period was not provided. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND/OR TIMELY PAY PREMIUM
WAGES IN LIEU THEREOF**

(Labor Code §§ 204, 226.7, and the “Rest Periods” section of the Applicable IWC Wage Order)

The “Rest Periods” section of the applicable IWC Wage Order provides:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided. (Emphasis added.)

An employer has not authorized or permitted lawful off-duty rest periods unless the employer relieves its employees of any and all work-related duties and relinquishes all control over how its employees spend their time during rest periods. *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 267, 269 (2016).

In pertinent part, Labor Code § 226.7 provides:

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited

to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

Labor Code § 204 establishes an employee's fundamental right in the state of California to be paid wages in a timely manner for their work. Premium wages under Labor Code § 226.7 are wages that are due payable in accordance with the Labor Code § 204. *Murphy, supra*, 40 Cal.4th at pp. 1103-1114.

As discussed herein, the Company failed to authorize and permit Aggrieved Employees, including Claimant, to take any off-duty, uninterrupted 10-minute rest periods for every four hours worked or major fraction thereof. Therefore, Claimant and other Aggrieved Employees are entitled to receive one hour of premium wages for each day a legally compliant rest period was not provided. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES

(Labor Code § 2802)

Labor Code § 2802(a) provides in pertinent part, "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

Labor Code § 2802(b) states, "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss." Accordingly, Claimant will request that he receives interest on the applicable amount.

Furthermore, Labor Code § 2802(c) states, "[f]or purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section." Consequently, Claimant will also request reimbursement of his attorney's fees incurred in pursuing this matter.

As set forth above, the Company required Claimant and, on information and belief, other Aggrieved Employees to personally cover training, certification, and travel expenses in the discharge of their job duties without reimbursement. For example, despite Claimant having a company card that he was supposed to use for travel, the Company refused to pay the credit card bill, despite Claimant submitting receipts to substantiate all of his charges. Further, Claimant and other Aggrieved Employees were not compensated for the use of their personal cellphones in the discharge of their job duties. Claimant will pursue all available

remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**FAILURE TO PAY ALL WAGES DUE AND OWING UPON SEPARATION OF EMPLOYMENT
AND/OR THE REQUIRED WAITING TIME PENALTIES**

(Labor Code §§ 201, 202, and 203)

Labor Code § 201 states, in pertinent part, “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code § 202 provides, in pertinent part:

If an employee not having a written contract for a definite period quits his or his employment, his or his wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or his intention to quit, in which case the employee is entitled to his or his wages at the time of quitting.

Labor Code § 203(a) further states:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 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 therefore is commenced; but the wages shall not continue for more than 30 days.

Meal and rest period premiums constitute wages due and owing and thus must be factored into potential waiting time penalties. *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022).

As discussed herein, the Company did not timely pay Claimant and other former Aggrieved Employees all minimum, regular, and/or overtime wages, as well as meal and/or rest period premium wages, within the required time upon separation of employment. The Company also did not pay Claimant and, on information and belief, other former Aggrieved Employees the required waiting time penalties for the late payment of wages. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 226(a) states in pertinent part:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or his employees, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or his social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, ... and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee...

Meal and rest period premiums must also be included on an employee's itemized wage statement. *Naranjo*, *supra*, 13 Cal. 5th at p. 93.

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

Labor Code § 226(h) further states, "an employee may also bring an action for injunctive relief to ensure compliance with this section and is entitled to an award of costs and reasonable attorneys' fees."

Labor Code § 226.3 imposes an additional civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee per violation for any subsequent violation on the employer for violations of Labor Code § 226(a).

As set forth above, the Company failed to furnish Claimant and other Aggrieved Employees with accurate itemized wage statements that comply with the requirements of the Labor Code because the wage statements issued did not, among other things, accurately reflect their total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate, the gross wages earned, and the net wages earned. Claimant will pursue all available remedies against

the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

FAILURE TO MAINTAIN ACCURATE EMPLOYMENT RECORDS

(Labor Code §§ 226, 1174, 1174.5, and the “Records” section of the Applicable IWC Wage Order)

Labor Code § 1174(c) requires every employer to “keep a record showing the names and addresses of all employees employed...” Labor Code § 1174(d) further requires every person employing labor in California to:

[k]eep, 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, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years.

An employer is further obliged under Labor Code § 226(b) to keep the information required by Labor Code § 226(a) and afford current or former employees the right to inspect or copy records pertaining to their employment.

The “Records” section of the applicable IWC Wage Order also provides that every employer shall keep accurate information with respect to each one of its employees, including time records showing when the employee begins and ends each work period, meal periods, total daily hours worked, total wages paid each payroll period, and total hours worked in the payroll period and applicable rates of pay.

Labor Code § 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code § 2699 for a violation of Labor Code § 1174(d).

Labor Code § 226(e)(1) provides:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) [of Labor Code § 226] is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

As set forth above, the Company violated its record keeping requirements by failing to accurately record employee hours actually worked including, but not limited to, the Company's failure to record the proper beginning and end of each work period, the meal periods, the total hours worked during the pay period, the applicable rates of pay, and the actual wages earned and paid. Claimant will pursue all available remedies against the Company for its violations of the Labor Code on behalf of himself and all Aggrieved Employees to the extent permitted by law.

**CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE
ORDERS**

(Labor Code §§ 210, 226(f), 226.3, 558, 558.1, 1174.5, 1197.1, 1198.5(k), and 2699(f))

Labor Code § 210 provides that any person who fails to pay wages as provided in Labor Code § 204 shall be subject to a civil penalty of \$100 for any initial violation for each failure to pay each employee and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee, plus 25% of the amount unlawfully withheld, in addition to any other penalty.

For violations of Labor Code § 226(a), Labor Code § 226.3 imposes a civil penalty of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation.

Labor Code § 558 subjects any employer or any person acting on behalf of an employer who violates Labor Code Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days of work in any IWC Wage Order, to a civil penalty as follows: “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

Labor Code § 558.1(a) further states that,

“[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.”

Pursuant to Labor Code § 558.1(b), Labor Code § 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

For violations of Labor Code § 1174 subdivisions (b), (c), and (d), Labor Code § 1174.5 imposes a civil penalty of \$500.

Similarly, Labor Code § 1197.1 subjects any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to § 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to § 1194.2, and any applicable penalties imposed pursuant to § 203. (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to § 203, recovered pursuant to this section shall be paid to the affected employee.

Labor Code § 2699(f) imposes a civil penalty of \$100 per pay period, per employee for the initial violation and \$200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including, but not limited to, Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 432.5, 510, 512, 1174(c), 1174(d), 1194, 1197, 1197.1, 1197.5, 1198, and relevant IWC Wage Orders.

As set forth above, the Company violated the Labor Code and the applicable IWC Wage Order by, among other things, failing to timely pay all regular, minimum, and/or overtime wages; failing to provide legally compliant meal and/or rest periods and/or timely pay premium wages; failing to reimburse for necessary business expenses; failing to timely pay all wages due and owing upon separation of employment and/or the required waiting time penalties; failing to furnish accurate itemized wage statements; and failing to maintain accurate records. As a result, the Company is liable for civil penalties under Labor Code §§ 210, 226(f), 226.3, 558, 558.1, 1174.5, 1197.1, 1198.5(k), and 2699(f). Claimant will pursue all available remedies including, but not limited to, those stated herein, for the Company's violations on behalf of himself and all Aggrieved Employees to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST, LIQUIDATED DAMAGES AND PENALTIES

(Labor Code §§ 210, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, 1197.5(h), and 2698, *et seq.*)

Labor Code §§ 210, 226(e), 226(h), 558, 1194, 1194.2, 1197.1, 1197.5(h), and 2698, *et seq.*, among others, give employees the right to recover in a civil action the full amount of damages, liquidated damages and penalties, including interest thereon, as well as reasonable attorney's fees and costs.

Pursuant to Labor Code § 2699(i), an aggrieved employee, such as Claimant, is entitled to collect 25% of the penalty assessment. Under Labor Code § 2699(g)(1), an aggrieved employee, such as Claimant, is entitled to an award of reasonable attorney's fees and costs. Accordingly, the Company is liable for these items. Claimant has already incurred actual damages, costs and attorney's fees and he will continue to incur such costs as a result of the Company's unlawful actions. Claimant will pursue all available remedies against the Company, including those provided by PAGA, on behalf of himself and all Aggrieved Employees to the extent permitted by California law for the violations of law described herein and those that may be later discovered.

CONCLUSION

Based on the foregoing, the Company has violated the Labor Code and IWC Wage Order No. 4-2001, thereby depriving Claimant and other Aggrieved Employees of the rights and protections afforded to them. Specifically, Claimant contends that the Company violated Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, and the applicable IWC Wage Order. Claimant has satisfied the prerequisites of the PAGA to serve as a representative of all Aggrieved Employees, the general public, and the state of California in order to enforce California labor laws and to seek civil penalties for the provisions set forth herein, as well as those which may be later discovered.

Accordingly, if the LWDA declines to intervene or act within the time prescribed by the PAGA, Claimant may elect to initiate and/or amend a civil action, on behalf of himself and all Aggrieved Employees, as permitted by the PAGA.

Very truly yours,

A handwritten signature in black ink that reads "Nathan Reese". The signature is written in a cursive, flowing style.

Nathan Reese