

**HAINES LAW GROUP, APC**

Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
Fletcher W. Schmidt (SBN 286462)  
fschmidt@haineslawgroup.com  
Andrew J. Rowbotham (SBN 301367)  
arowbotham@haineslawgroup.com  
Aden M. Khachadorian (SBN 346908)  
akhachadorian@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, California 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355  
*Attorneys for Plaintiff*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

FERNANDO MORENO, as an individual  
and on behalf of all others similarly situated,

Plaintiff,

vs.

S E PIPE LINE CONSTRUCTION  
COMPANY, a California Corporation; and  
DOES 1 through 100,

Defendants.

Case No. 25STCV03150

**REPRESENTATIVE ACTION  
COMPLAINT:**

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

**UNLIMITED CIVIL CASE**

1 Plaintiff Fernando Moreno (“Plaintiff”), on behalf of himself and all other non-exempt  
2 employees, hereby brings this Representative Action Complaint against Defendants S E Pipe Line  
3 Construction Company, a California Corporation; and DOES 1 to 100, inclusive (collectively  
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all other non-exempt employees, hereby brings  
7 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*  
8 *seq.*

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

14 **VENUE**

15 3. Venue as to each Defendant is proper in this judicial district pursuant to California  
16 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions  
17 complained of herein occurred in the County of Los Angeles. Defendants transact business within  
18 the County of Los Angeles and/or otherwise are found within the County of Los Angeles, and  
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 4. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
22 Plaintiff was, and currently is, a California resident, residing in the County of Los Angeles.  
23 During the one year immediately preceding Plaintiff’s giving of the required notice under the  
24 PAGA, and within the statute of limitations periods applicable to the cause of action pled herein,  
25 Plaintiff was employed by Defendants as an hourly non-exempt employee.

26 5. Plaintiff is informed and believes, and based thereon alleges, that during the one  
27 year preceding Plaintiff’s giving of the required notice under the PAGA and continuing to the  
28 present, Defendants did (and do) business within the County of Los Angeles and the State of

1 California by operating a construction company specializing in pipeline and facility construction,  
2 including gas, oil, transmission and distribution and airport fuel hydrant systems, and therefore,  
3 were (and are) doing business in the County of Los Angeles and the State of California.

4 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned  
5 herein, Defendants were licensed to do business in California and the County of Los Angeles and  
6 were the employers of Plaintiff and the Aggrieved Employees.

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

16 8. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
17 herein, Defendants were and are the employers of Plaintiff and the Aggrieved Employees.

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

25 10. At all times mentioned herein, Defendants, and each of them, were members of  
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course  
27 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,  
28 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the

Aggrieved Employees.

**REPRESENTATIVE ACTION ALLEGATIONS**

11. Defendants operate a construction company specializing in pipeline and facility construction, including gas, oil, transmission and distribution and airport fuel hydrant systems. Plaintiff was employed by Defendants as a non-exempt “Laborer” from approximately 2020, until approximately March 27, 2024. Plaintiff’s primary job duties included loading and unloading tools, carrying material such as asphalt, concrete, and sand to job sites, and digging holes to lay pipe.

12. Defendants failed to pay Plaintiff and other non-exempt employees for all hours actually worked, including all hours subject to the control of Defendants and/or suffered or permitted to work. Specifically, Defendants required Plaintiff and other non-exempt employees to meet at the company yard by no later than 7:00 a.m. for roll call and loading up tools and equipment prior to driving out to their respective worksites. During this time, Plaintiff and other non-exempt employees were not allowed to clock in for their shifts, but instead a supervisor/foreman would almost always record their starting times as exactly 7:00 a.m., such that Plaintiff and other non-exempt employees were not paid for the time spent at the yard and/or driving to their worksites. Similarly, Plaintiff and other non-exempt employees had to drive back to the company yard while off the clock after the completion of their work without being compensated for this additional time as their supervisors/foremen would almost always record 3:30 p.m. as the ending of the shift. As a result, Defendants required Plaintiff and other non-exempt employees to perform work while off-the-clock, and Defendants failed to compensate Plaintiff and other non-exempt employees for all minimum wages owed.

13. During Plaintiff’s modified duty at the Salvation Army, Defendants also failed to pay Plaintiff and other non-exempt employees all minimum wages owed due to Defendants’ policies and practices that rounded and/or time-shaved Plaintiff’s and other non-exempt employees’ hours, which resulted in Plaintiff and other non-exempt employees not being compensated for all hours actually worked. Defendants required Plaintiff and other non-exempt employees to clock-in and out through an electronic timekeeping system which recorded

1 Plaintiff's and other non-exempt employees' clock-in and clock-out times to the minute.  
2 Defendants, however, rounded and/or time-shaved Plaintiff's and other non-exempt employees'  
3 hours to the nearest quarter hour. Due to Defendants' timekeeping policies and practices that fail  
4 to compensate for all hours worked, Plaintiff and other non-exempt employees were deprived of  
5 all required minimum wages. *See Camp v. Home Depot U.S.A., Inc.* (2022) 84 Cal.App.5th 638,  
6 654 ("[I]f an employer, as in this case, can capture and has captured the exact amount of time an  
7 employee has worked during a shift, the employer must pay the employee for "all the time"  
8 worked."). As such, Plaintiff and other non-exempt employees were not credited with all hours  
9 actually worked and were not paid all minimum wages earned.

10 14. Upon information and belief, Defendants have also failed to compensate Plaintiff  
11 and other non-exempt employees for all required reporting time pay. For example, Plaintiff was  
12 required to report to the company yard by 7:00 a.m. each day but on occasions he was sent home  
13 due to inclement weather. When this happened to Plaintiff or to other non-exempt employees,  
14 upon information and belief, Defendants did not compensate Plaintiff or other non-exempt  
15 employees for at least two hours of work and/or half of their usually scheduled hours at their  
16 regular rate of pay. Plaintiff alleges that this policy and practice is in violation of the reporting  
17 time pay requirements under California law, including Wage Order 16, § 5, and as a result,  
18 Defendants have failed to pay Plaintiff and other non-exempt employees for all required  
19 reporting time pay.

20 15. Additionally, Defendants have required Plaintiff and other non-exempt  
21 employees to use their personal cell phones to communicate throughout the day with supervisors  
22 about their work duties and use their personal cars to drive to and from their respective worksites.  
23 Despite requiring Plaintiff and other non-exempt employees to utilize their personal cell phones  
24 and vehicles for work purposes, Defendants have failed to reimburse these non-exempt  
25 employees for all necessary business expenses associated with using their personal cell phones  
26 and vehicles, in violation of Labor Code § 2802. Upon information and belief, Defendants failed  
27 to maintain any policy for reimbursing employees for work-related expenses.

28 16. As a result of Defendants' failure to accurately compensate Plaintiff and other

1 non-exempt employees for all minimum wages, Defendants have maintained inaccurate payroll  
2 records and failed to issue accurate itemized wage statements. Moreover, Defendants also issue  
3 facially deficient wage statements to Plaintiff and other non-exempt employees that fail to list  
4 the complete address of the legal entity that is the employer in violation of Labor Code  
5 § 226(a)(8).

6 17. Based on the foregoing, Plaintiff seeks to represent himself and other aggrieved  
7 employees, which includes all current and former non-exempt employees in California who  
8 worked at any point from June 6, 2023 to the present.

9 **FIRST CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(AGAINST ALL DEFENDANTS)**

12 18. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

13 19. Defendants have committed several Labor Code violations against Plaintiff and  
14 other non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor  
15 Code § 2698 *et seq.*, acting on behalf of himself and other non-exempt employees, brings this  
16 representative action against Defendants to recover the civil penalties due to Plaintiff, other  
17 aggrieved employees, and the State of California according to proof, including, but not limited  
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for  
19 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for  
20 each failure to pay each employee; (2) \$50.00 for each initial violation and \$100 for each  
21 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for  
22 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1  
23 per employee per pay period; (4) \$250.00 for each initial violation; and \$1,000.00 for each  
24 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or  
25 (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per  
26 pay period for those violations of the Labor Code for which no civil penalty is specifically  
27 provided, based on the following Labor Code violations:

28 a. Failing to pay the statutory minimum wage for all hours worked to Plaintiff and

other non-exempt employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

b. Failing to pay Plaintiff and other non-exempt employees all required reporting time pay in violation of Labor Code Labor Code §§ 204, 1198;

c. Failing to reimburse Plaintiff and other non-exempt employees for all necessary expenditures incurred in violation of Labor Code §§ 2802 and 2804;

d. Failing to furnish Plaintiff and other non-exempt employees with accurate and compliant itemized wage statements in violation of Labor Code § 226; and

e. Failing to maintain accurate records on behalf of Plaintiff and other non-exempt employees in violations of Labor Code §§ 558 and 1174;

f. Failing to pay all final wages due to Plaintiff and other non-exempt employees in violation of Labor Code §§ 201, 202, and 203; and

g. Failing to pay Plaintiff and other non-exempt employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

20. On or about June 6, 2024, Plaintiff notified Defendant S E Pipe Line Construction Company, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified in Paragraph 19 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

21. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other non-exempt employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699.

### **PRAYER**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf

1 this suit is brought against Defendants, jointly and severally, as follows:

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

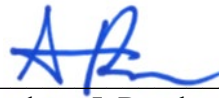
15 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code  
16 § 2699(g) and Code of Civil Procedure § 1021.5; and

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

18  
19 Dated: February 4, 2025

Respectfully submitted,  
HAINES LAW GROUP, APC

20  
21 By:



Andrew J. Rowbotham  
Attorneys for Plaintiff