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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CESAR A. ROMAN LOZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

THOMPSON PIPE GROUP, INC., a
California corporation; PALMDALE
REINFORCED CONCRETE PIPE, INC., a
California corporation; PIPELINE
CARRIERS, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. CIVSB2418267

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, and 558);**
- (2) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, and 558);**
- (3) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (4) **FAILURE TO INDEMNIFY FOR
ALL NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802 and 2804);**
- (5) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (6) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Cesar A. Roman Loza (“Plaintiff”), as an individual and on behalf of all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Thompson Pipe Group, Inc., a California corporation;
4 Palmdale Reinforced Concrete Pipe, Inc., a California corporation; Pipeline Carriers, Inc., a
5 California corporation; and DOES 1 through 100, inclusive (collectively, “Defendants”), and on
6 information and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
9 Complaint for recovery of unpaid wages and penalties under Labor Code §§ 226 *et seq.*, 226.7,
10 512, 516, 558, 2698 *et seq.*, 2802, and 2804, California Business & Professions Code § 17200 *et*
11 *seq.*, and Industrial Welfare Commission Wage Order No. 1 (“Wage Order 1”), in addition to
12 seeking declaratory relief and restitution. This Complaint is brought pursuant to California Code
13 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
14 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in San Bernardino County. Defendants own, maintain offices, transact business, have an
19 agent or agents within San Bernardino County, and/or otherwise are found within San Bernardino
20 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is, a California resident living within San Bernardino County. Within
24 the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was
25 employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’
26 policies and/or practices complained of herein, lost money and/or property, and has been deprived
27 of the rights guaranteed to him by Labor Code §§ 226 *et seq.*, 512, 516, 558, 2698 *et se.*, 2802,
28 and 2804, Business and Professions Code Section § 17200 *et seq.* (“Unfair Competition Law”),

1 and Wage Order 1, which sets employment standards for the manufacturing industry.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of this action and continuing to the present, Defendants did (and
4 continue to do) business within San Bernardino County and the State of California by operating
5 a company specializing in providing comprehensive pipe solutions, and therefore, were (and are)
6 doing business in San Bernardino County and the State of California.

7 5. Plaintiff is informed and believes, and based thereon alleges, that at all times
8 mentioned herein, Defendants were licensed to do business in California and were the employers
9 of Plaintiff and of the members of the Classes (as defined in Paragraph 15).

10 6. Plaintiff does not know the true names, capacities, relationships, and/or the extent
11 of participation of Defendants DOES 1 through 100, inclusive, in the conduct alleged in this
12 Complaint. For that reason, Defendants DOES 1 through 100, inclusive, are sued under such
13 fictitious names. Plaintiff prays for leave to amend this further Complaint when their true names
14 and capacities are known. Plaintiff is informed and believes, and based thereon alleges, that each
15 fictitiously named Defendant is and was responsible in some way for the alleged wage-and-hour
16 violations and other wrongful conduct that subjected Plaintiff and the Classes, as defined below,
17 to the illegal employment practices, wrongs and injuries complained of herein. All references in
18 this Complaint to “Defendants” shall be deemed to include all DOE Defendants.

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

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acted within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and the
2 Classes (as defined in Paragraph 15).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants offer a wide range of concrete pipe products and services throughout
5 California. Plaintiff was employed by Defendants as a non-exempt “General Laborer” in their
6 Dry-Cast Department from approximately September 2023 until approximately October 2023.

7 10. Defendants failed to provide Plaintiff and other non-exempt employees with all
8 legally compliant meal periods due to Defendants’ unlawful meal period policies/practices that
9 resulted in late (commencing after the fifth hour of work), short (less than 30 minutes of net rest)
10 and missed meal periods. Specifically, Plaintiff and other non-exempt employees routinely
11 received “late” (i.e., starting after the completion of the fifth hour of work) meal periods, because
12 Plaintiff’s and other non-exempt employees’ work demands frequently prevented them from
13 taking a meal period until after the completion of five hours of work. Defendants’ written meal
14 period policy stated: “All team members meal and rest periods are scheduled by their immediate
15 supervisor. Team members are not to deviate from their schedule...Team members failing to
16 follow their designated scheduled meal and rest periods will be subject to disciplinary action.”
17 Due to Defendants’ meal period scheduling policies, Plaintiff and other non-exempt employees
18 were occasionally not provided with a first meal period commencing prior to the completion of
19 five hours of work. Plaintiff’s meal periods were also often “short” (less than 30 minutes) because
20 Plaintiff and other non-exempt employees were required to cut their meal periods short in order
21 to perform work-related tasks. Furthermore, Defendants failed to provide Plaintiff and other non-
22 exempt employees with a second meal period of at least 30-minutes when they worked a shift in
23 excess of 10.0 hours. On those occasions when Plaintiff was not provided with all legally-required
24 meal periods to which he was entitled, Defendants did not compensate Plaintiff with the required
25 meal period premium for each workday in which he experienced a meal period violation as
26 mandated by Labor Code § 226.7.

27 11. Defendants have also failed to authorize and permit all required rest periods for
28 Plaintiff and other non-exempt employees as Defendants’ rest period policies/practices failed to

1 authorize and permit employees to take an off-duty rest period of at least 10 minutes for every
2 four hours worked, or major fraction thereof. Specifically, based upon information and belief,
3 Defendants failed to authorize or permit Plaintiff and other non-exempt employees to take all off-
4 duty rest periods due to work demands imposed by Defendants. Even if Defendants occasionally
5 provided Plaintiff and other non-exempt employees rest periods, Defendants failed to authorize
6 and permit rest periods for a “net” of 10 minutes. Under California law, Defendants are required
7 to authorize and permit a “net” rest period of 10-minutes that begins when the employee reaches
8 a rest area away from his or her workstation and must be uninterrupted during the duration of the
9 rest period. Because of the distance between the breakroom and work areas, Plaintiff would have
10 to end his rest break several minutes before the required period in order to return to work and
11 avoid disciplinary action. Thus, Plaintiff was unable to take 10 minutes of “net rest” in an area
12 appropriate for rest away from the workstation. Further, on occasions when Plaintiff and other
13 non-exempt employees were not authorized and permitted to take all lawful rest periods to which
14 they were entitled, Defendants failed to pay Plaintiff and other non-exempt employees an
15 additional hour of premium pay at their respective regular rates of pay, for each workday in which
16 a rest period violation occurred, as required by Labor Code section 226.7.

17 12. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
18 all reasonable and necessary work expenditures, including, but not limited to, personal cellular
19 phone expenses and the purchase of essential work items such as tools, safety glasses, gloves, and
20 boots. Specifically, Plaintiff used his personal cell phone to contact his superiors for work-related
21 questions and confirmation of tasks. Despite these necessary expenditures, Defendants failed to
22 reimburse Plaintiff for his cell phone expenses and the cost of tools and safety equipment. As a
23 result, Plaintiff and other non-exempt employees were not reimbursed for these work-related
24 expenditures as required pursuant to Labor Code § 2802.

25 13. As a result of Defendants’ failure to compensate Plaintiff and other non-exempt
26 employees for all meal and rest period premium wages, Defendants maintained inaccurate payroll
27 records and failed to issue accurate, compliant, itemized wage statements. Furthermore,
28 Defendant issued facially deficient wage statements to Plaintiff and other non-exempt employees

which fail to list the correct legal entity that is the employer in violation of Labor Code § 226(a)(8).

CLASS ACTION ALLEGATIONS

14. **Class Definitions:** Plaintiff brings this Complaint on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The **Meal Period Class** consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

b. The **Rest Period Class** consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours in duration, during the four years immediately preceding the filing of the Complaint through the present.

c. The **Wage Statement Class** consists of all of Defendants' current and former non-exempt employees in California who have received a wage statement, during the one year immediately preceding the filing of the Complaint through the present.

d. The **Expense Reimbursement Class** consists of all Defendants' current and former non-exempt employees in California who were not reimbursed for the use of their personal cellular phones and/or the purchase of tools and safety equipment, during the four years immediately preceding the filing of the Complaint through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff, at this time; however, it is estimated that the number is in excess of one hundred (100) individuals as to each class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation, to:

- 3 i. Whether Defendants provided legally compliant meal periods to members of the
4 Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 5 ii. Whether Defendants correctly paid meal period premium payments for non-
6 compliant meal periods pursuant to Labor Code § 226.7;
- 7 iii. Whether Defendants authorized and permitted legally compliant rest periods to
8 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 9 iv. Whether Defendants correctly paid rest period premium payments for non-
10 compliant rest periods pursuant to Labor Code § 226.7;
- 11 v. Whether Defendants furnished legally compliant wage statements to members of
12 the Wage Statement Class pursuant to Labor Code § 226; and
- 13 vi. Whether Defendants' reimbursement policies/practices failed to reimburse or
14 indemnify Expense Reimbursement Class members for necessary business
15 expenditures, thereby depriving members of the Expense Reimbursement Class of
16 all reimbursements to which they have been entitled as a matter of law.

17 **17. Predominance of Common Questions:** Common questions of law and fact
18 predominate over questions that affect only individual members of the Classes. The common
19 questions of law set forth above are numerous and substantial and stem from Defendants' policies
20 and/or practices applicable to each individual class member, such as Defendants' uniform
21 business reimbursement, and meal and rest period policies/practices. As such, common questions
22 predominate over individual questions concerning each individual class member's showing as to
23 their eligibility for recovery or as to the amount of their damages.

24 **18. Typicality:** Plaintiff's claims are typical of the claims of the Classes because
25 Plaintiff was employed by Defendants as a non-exempt employee in California during the
26 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
27 herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods,
28 was not authorized and permitted to take all required rest periods, and was not reimbursed for the

1 use of his personal cellphone and the purchase of essential work items for business related
2 purposes.

3 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
4 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
5 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
6 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-
7 hour class actions in state and federal courts in the past and are committed to vigorously
8 prosecuting this action on behalf of the members of the Classes.

9 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
10 an important public interest in establishing minimum working conditions and standards in
11 California. These laws and labor standards protect the average working employee from
12 exploitation by employers who have the responsibility to follow the laws and who may seek to
13 take advantage of superior economic and bargaining power in setting onerous terms and
14 conditions of employment. The nature of this action and the format of laws available to Plaintiff
15 and members of the Classes make the class action format a particularly efficient and appropriate
16 procedure to redress the violations alleged herein. If each employee were required to file an
17 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
18 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
19 their vastly superior financial and legal resources. Moreover, requiring each member of the
20 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
21 employees who would be disinclined to file an action against their former and/or current employer
22 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
23 employment. Further, the prosecution of separate actions by the individual class members, even
24 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
25 with respect to the individual class members against Defendants herein; and which would
26 establish potentially incompatible standards of conduct for Defendants; and/or legal
27 determinations with respect to individual class members which would, as a practical matter, be
28 dispositive of the interest of the other class members not parties to adjudications or which would

substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes are maintainable as classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

23. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 1, including interest thereon, statutory penalties, civil penalties, and costs of suit.

SECOND CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. Wage Order 1, § 12 and Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

26. As alleged herein, and due to Defendants' unlawful rest period policies and/or practices, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all paid rest periods to which they were legally entitled. Despite Defendants'

violations, Defendants failed to pay an additional hour of premium pay to Plaintiff and members of the Rest Period Class at their respective regular rates of pay for each violation, as required by California Labor Code § 226.7.

27. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with wage statements that complied with the requirements of Labor Code § 226(a).

30. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with accurate and complete, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal and rest period premium wages owed, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

31. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq.*

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 33. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
2 states that “an employer shall indemnify his or her employees for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her duties, or his
4 or her obedience to the directions of the employer.”

5 34. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
6 states that “any contract or agreement, express or implied, made by any employee to waive the
7 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
8 employee or his personal representative of any right or remedy to which he is entitled under the
9 laws of this State.”

10 35. Due to Defendants’ unlawful policy and practice of requiring employees to use
11 their personal cellular phones for work-related purposes, to purchase essential work items, and
12 failing to pay reimbursements to Plaintiffs and members of the Employee Expense Class,
13 Defendants have violated Labor Code §2802.

14 36. As a proximate result of Defendants’ policies and/or practices in violation of Labor
15 Code §§ 2802 and 2804, and Wage Order 1, § 9, Plaintiff and members of the Expense
16 Reimbursement Class were damaged in sums, which will be shown according to proof.

17 37. Plaintiff and members of the Expense Reimbursement Class are entitled to
18 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

19 38. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
20 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
21 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
22 accrue from the date on which they incurred the necessary expenditures.

23 **FIFTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

26 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 40. Defendants have engaged and continue to engage in unfair and/or unlawful
28 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:

1 (a) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
2 which they are entitled, and/or failing to pay them meal period premium payments at the correct
3 rate of pay; (b) failing to authorize and permit all required duty-free rest periods to Plaintiff and
4 members of the Rest Period Class, and/or failing to pay them rest period premiums payments; (c)
5 knowingly failing to furnish Plaintiff and the Wage Statement Class with all accurate and
6 complete, itemized wage statements in violation of Labor Code § 226; and (d) failing to indemnify
7 members of the Expense Reimbursement Class for all necessary business expenses.

8 41. Defendants' utilization of these unfair and/or unlawful business practices deprived
9 Plaintiff and continues to deprive members of the Classes of compensation to which they are
10 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
11 over Defendants' competitors who have been and/or are currently employing workers and
12 attempting to do so in honest compliance with applicable wage and hour laws.

13 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
14 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
15 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
16 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

17 43. The acts complained of herein occurred within the last four years immediately
18 preceding the filing of the Plaintiff's Complaint.

19 44. Plaintiff was compelled to retain the services of counsel to file this Complaint to
20 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
21 of Defendants' current non-exempt employees, and to enforce important rights affecting the
22 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
23 which he is entitled to recover under Code of Civil Procedure § 1021.5.

24 **SIXTH CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(AGAINST ALL DEFENDANTS)**

27 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs

28 46. Defendants have committed several Labor Code violations against Plaintiff,

members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- b. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- c. Failing to furnish Plaintiff, the wage statement class, and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- d. Failing to indemnify Plaintiff, the Expense Reimbursement Class, and other aggrieved employees for all necessary business expenditures incurred in violation of Labor Code §§ 2802 and 2804;

- e. Failing to timely pay all final wages due to aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

47. On June 6, 2024, Plaintiff notified Defendants via certified mail, and notified 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 the violations of the California Labor Code identified in Paragraph 46 (a)-(g). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

48. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved 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(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

1 5. Upon the Second Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

3 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §
4 226 *et. seq.*;

5 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
6 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

7 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
8 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
9 practices declared by this Court to be in violation of Bus. & Prof. Code § 17200, *et seq.*;

10 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
11 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
12 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
13 to pay each employee and \$200 for each subsequent violation or willful or intentional violation
14 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
15 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
16 pursuant to Labor Code § 558 per employee per pay period; (3) \$250.00 for each initial violation
17 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per
18 pay period; and/or (4) \$100.00 for each initial violation and \$200 for each subsequent violation
19 per employee per pay period for those violations of the Labor Code for which no civil penalty is
20 specifically provided, based on the Labor Code violations identified in Paragraph 46 (a)-(g);

21 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code
22 §§ 226, 2698 *et seq.*, 2802(c), and Code of Civil Procedure § 1021.5; and

23 11. For such other and further relief, the Court may deem just and proper.

24
25 Dated: August 12, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

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27 By:



Paul K. Haines
Attorneys for Plaintiff

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Dated: August 12, 2024

By:

Paul K. Haines
Attorneys for Plaintiff

Cesar A Roman Loza v. Thompson Pipe Group, Inc., et al.
San Bernardino County Superior Court Case No. CIVSB2418267

On August 12, 2024, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

Palmdale Reinforced Concrete Pipe, Inc.
7801 Folsom Blvd., Suite 202
Sacramento, CA 95826

Pipeline Carriers, Inc.
7801 Folsom Blvd., Suite 202
Sacramento, CA 95826

Thompson Pipe Group, Inc.
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Sacramento, CA 95826

[X] (BY MAIL) I am "readily familiar" with Haines Law Group, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 12, 2024, at El Segundo, California.

Nicole Davis