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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOHNNIE HARPER, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

SUPERIOR SKILLED TRADES, LLC, a
Florida Limited Liability Company; and DOES
1-50, inclusive.

Defendants.

CASE NO.: CVRI2404190

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

- (1) WAGE STATEMENT VIOLATIONS;
- (2) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
- (3) UNFAIR COMPETITION; &
- (4) PENALTIES UNDER THE PRIVATE
ATTORNEYS GENERAL ACT
("PAGA")

DEMAND FOR JURY TRIAL

1 Plaintiff Johnnie Harper (“Plaintiff”), on behalf of himself and all other similarly situated all
2 employees, alleges and complains of Defendant Superior Skilled Trades, LLC (“Defendant”) and
3 DOES 1 to 50 (collectively “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a national skilled trade staffing provider that specializes in staffing for the
6 following industries: Oil and gas, Heavy Industrial, Civil and engineering, Aerospace, Automation,
7 Renewable Energy, and Commercial Construction.

8 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
9 California Labor Code and Business and Professions Code.

10 3. As set forth below, Plaintiff alleges that Defendant failed to provide all employees with
11 accurate written itemized wage statements in violation of Labor Code § 226(a) and failed to reimburse
12 all necessary business expenses incurred in violation of Labor Code §§ 2802-2804. Plaintiff also
13 brings a claim for civil penalties based on the foregoing Labor Code violations under the Private
14 Attorney General Act (“PAGA”).

15 4. Based on this alleged Labor Code violation, Plaintiff now brings this class action and
16 representative action to recover unpaid wages, restitution, penalties, and other related relief for
17 himself and all other similarly situated all employees.

18 **JURISDICTION AND VENUE**

19 5. Plaintiff, on behalf of himself and all other similarly situated employees, hereby bring
20 this class action for recovery of unpaid wages and penalties under California Labor Code § 226(a),
21 226(a)(6), 226(a)(8), 2802-2804, and applicable Industrial Welfare Commission Wage Orders
22 (“Wage Orders”), in addition to seeking declaratory relief and restitution pursuant to California
23 Business and Professions Code § 17200, *et seq.*

24 6. This class action is brought pursuant to the California Code of Civil Procedure § 382.

25 7. This Court has jurisdiction over Defendant’s violations of the California Labor Code
26 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
27 minimum.

28 ///

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, Defendant operates in California within the County of Riverside, and Defendant is within the jurisdiction of this Court for the service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

10. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Riverside and is and/or was the legal employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to him by California Labor Code §§ 226(a), 226(a)(6), 226(a)(8), 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Riverside.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein mentioned, each of the Defendants participated in the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all

1 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency
2 and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified
3 each and every one of the acts or omissions complained of herein.

4 14. At all times mentioned herein, Defendants, and each of them, were members of and
5 engaged in a joint venture, partnership, and common enterprise and acting within the course and
6 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
7 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
8 Classes.

9 **COMMON FACTUAL ALLEGATIONS**

10 15. Defendant is a national skilled trade staffing provider that specializes in staffing for
11 the following industries: Oil and gas, Heavy Industrial, Civil and engineering, Aerospace,
12 Automation, Renewable Energy, and Commercial Construction.

13 16. Plaintiff was employed by Defendant with the title of “Environmental Specialist” out
14 of Riverside, California, beginning on March 18, 2024, until his separation from employment on May
15 13, 2024. Plaintiff and all other employees (including, but not limited to, Electrician, Plumber,
16 Carpenter, Construction Laborer, Welder, Environmental Specialist, Shipfitter, Assembler, Chemical
17 Operator, and all other non-exempt positions) were responsible for all aspects of the Defendant’s
18 business in California. However, in these roles, Plaintiff and all employees were often not afforded
19 all protections and rights conferred under the California Labor Code and applicable Wage Orders.

20 17. First, at all relevant times, the wage statements provided to Plaintiff and all employees
21 failed to include the inclusive dates of the period for which the employee is paid and the name of the
22 legal entity that is the employer in violation of Labor Code § 226(a)(6) and 226(a)(8). For example,
23 attached as **Exhibit A** is a true and correct copy of Plaintiff’s wage statement that fails to include the
24 inclusive dates of the period for which the employee is paid, and the name of the legal entity that is
25 the employer. As such, the wage statements Defendant issued to Plaintiff and all employees are in
26 violation of Labor Code § 226(a)(6) and 226(a)(8).

27 18. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

4 19. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
5 all employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of Labor
6 Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
7 Plaintiff and other all employees would be entitled to recover penalties under Labor Code § 226(e).

8 20. Finally, at all relevant times, Defendant required Plaintiff and other non-exempt
9 employees to incur necessary expenses for work-related purposes but did not reimburse non-exempt
10 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
11 Here, Defendant uniformly failed to reimburse non-exempt employees for the necessary costs
12 incurred for personal cell phones and other expenses in discharging their duties. (See *Cochran v.*
13 *Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th 1137, 1144 [“[i]f an employee is required to
14 make work-related calls on a personal cell phone, then he or she is incurring an expense for the
15 purposes of section 2802. It does not matter whether the phone bill is paid for by a third person or at
16 all...To show liability under section 2802, an employee needs only to show that he or she was required
17 to use a personal cell phone to make work-related calls, and he or she was not reimbursed”].)
18 Accordingly, due to Defendant’s uniform failure to adequately reimburse for necessary business
19 expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

20 **CLASS ACTION ALLEGATIONS**

21 21. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
22 § 382 of the Code of Civil Procedure:

23 All current or former employees who work or worked for Defendant in
24 California during the four years immediately preceding the filing of the
Complaint through the date of trial. (the “Class”);

25 All current or former employees who work or worked for Defendant in
26 California during the one year immediately preceding the filing of the
27 Complaint through the date of trial. (“the Wage Statement Subclass”)

28 (collectively “the Classes”)

1 22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
2 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
3 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
4 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
5 Defendant's employment and payroll records.

6 23. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
7 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
8 all employees, which predominate over questions affecting only individual members including,
9 without limitation to:

10 1. Whether Defendant furnished legally compliant wage statements to members of the
11 Wage Statement Subclass pursuant to Labor Code § 226(a); and

12 2. Whether Defendant failed to reimburse Class Members for all necessary business
13 expenses in violation of Labor Code §§ 2802-2804.

14 24. **Predominance of Common Questions:** Common questions of law and fact
15 predominate over questions that affect only individual members of the Classes. The common
16 questions of law set forth above are numerous and substantial and stem from Defendant's policies
17 and/or practices applicable to each individual class member, such as without limitation, Defendant's
18 failure to provide accurate itemized wage statements and Defendant's failure to reimburse for all
19 necessary business expenses. As such, the common questions predominate over individual questions
20 concerning each class member's showing as to his or her eligibility for recovery or the amount of his
21 or her damages.

22 25. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
23 Plaintiff was employed by Defendant as an employee in California during the statute(s) of limitation
24 applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff,
25 like the members of the Classes, was not provided accurate itemized wage statements and was not
26 reimbursed for all necessary business expenses.

27 26. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
28 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's

1 attorneys are ready, willing, and able to fully and adequately represent the members of the Classes.
2 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
3 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
4 members of the Classes.

5 27. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
6 important public interest in establishing minimum working conditions and standards in California.
7 These laws and labor standards protect the average working employee from exploitation by
8 employers who have the responsibility to follow the laws and who may seek to take advantage of
9 superior economic and bargaining power in setting onerous terms and conditions of employment. The
10 nature of this action and the format of laws available to Plaintiff and members of the Classes make
11 the class action format a particularly efficient and appropriate procedure to redress the violations
12 alleged herein. If each employee were required to file an individual lawsuit, Defendant would
13 necessarily gain an unconscionable advantage since they could exploit and overwhelm the limited
14 resources of each individual plaintiff with their vastly superior financial and legal resources.

15 28. Moreover, requiring each member of the Classes to pursue an individual remedy would
16 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
17 against their former and/or current employer for real and justifiable fear of retaliation and permanent
18 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
19 the individual class members, even if possible, would create a substantial risk of inconsistent or
20 varying verdicts or adjudications with respect to the individual class members against Defendant
21 herein and which would establish potentially incompatible standards of conduct for Defendant; and/or
22 legal determinations with respect to individual class members which would, as a practical matter, be
23 dispositive of the interest of the other class members not parties to adjudications or which would
24 substantially impair or impede the ability of the class members to protect their interests. Further, the
25 claims of the individual members of the class are not sufficiently large to warrant vigorous individual
26 prosecution considering all of the concomitant costs and expenses attending thereto. As such, the
27 Classes identified in Paragraph 21 are maintainable as Classes under § 382 of the Code of Civil
28 Procedure.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
3 **(AGAINST ALL DEFENDANTS)**

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

5 30. Labor Code 226(a) states in pertinent part the following:

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

21 31. As set forth above, during the Class Period, Defendant issued and continues to issue
22 wage statements to its employees, including Plaintiff and members of the Wage Statement Subclass,
23 which are inadequate under Labor Code Section § 226(a).

24 32. Because Defendant failed to include the inclusive dates of the period for which the
25 employee is paid, and name of the legal entity that is the employer, Defendant failed to include
26 required information on Plaintiff and the Wage Statement Subclass’ wage statements, including, but
27 not limited to, the inclusive dates of the period for which the employee is paid, and name of the legal
28 entity that is the employer, in violation of Labor Code section 226(a)(6) and 226(a)(8).

33. Defendant’ failure to comply with section 226(a) of the Labor Code was knowing
and intentional.

34. As a result of Defendant’s issuance of inaccurate itemized wage statements to Plaintiff
and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial

1 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
2 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant's
3 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
6 **(AGAINST ALL DEFENDANTS)**

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

8 36. Labor Code 2802(a) states in pertinent part the following: "(a) An employer shall
9 indemnify his or her employee for all necessary expenditures or losses incurred by the employee in
10 direct consequence of the discharge of his or her duties, or of his or her obedience to the directions
11 of the employer, even though unlawful, unless the employee, at the time of obeying the directions,
12 believed them to be unlawful."

13 37. As set forth above, Plaintiff and Class members must be compensated for all necessary
14 business expenditures, including, but not limited to, a reasonable portion of their monthly personal
15 cell phone bills incurred in the discharge of their duties. (See *Cochran v. Schwan's Home Service,*
16 *Inc.* (2014) 228 Cal.App.4th 1137 ("We hold that when employees must use their personal cell phones
17 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
18 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
19 owed is a reasonable percentage of their cell phone bills."); *Ritchie v. Blue Shield of California*, 2014
20 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone reimbursement claim and
21 adopting the logic of *Cochran*).

22 38. At all relevant times, Defendant has failed to comply with Labor Code Section 2802 and
23 the applicable Wage Orders by failing to reimburse Plaintiff and the Class for all necessary business
24 expenditures.

25 **THIRD CAUSE OF ACTION**

26 **UNFAIR COMPETITION**
27 **(AGAINST ALL DEFENDANTS)**

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

40. Defendant has engaged and continues to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to provide accurate wage statements and by failing to reimburse for all necessary business expenses adequately.

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

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

43. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

44. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendant's current hourly all employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

FOURTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

46. Defendant has committed several Labor Code violations against Plaintiff and other similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly

1 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
2 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
3 subsequent violation per employee per pay period for those violations of the Labor Code for which
4 no civil penalty is specifically provided based on the following Labor Code violations:

5 a) Failing to furnish Plaintiff and other similarly situated employees with complete,
6 accurate, itemized wage statements in violations of Labor Code § 226(a) and applicable Wage Orders;
7 and

8 b) Failing to reimburse Plaintiff and other aggrieved employees with all necessary
9 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

10 47. On or about July 30, 2024, Plaintiff notified Defendant Superior Skilled Trades, LLC
11 (“Defendant”) and the California Labor and Workforce Development Agency (“LWDA”) via email
12 of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with respect to violations of
13 the California Labor Code identified in Paragraph 46 (a)-(b). Now that the sixty-five days have passed
14 from Plaintiff notifying Defendant of these violations, Plaintiff has exhausted his administrative
15 requirements for bringing a claim under the Private Attorneys General Act with respect to these
16 violations.

17 48. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect his interests and the interests of similarly aggrieved employees, and to assess and collect the
19 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which he
20 is entitled to receive under California Labor Code § 2699.

21 **PRAYER FOR RELIEF**

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

- 24 1. For an order certifying the proposed Classes;
25 2. For an order appointing Plaintiff as representative of the Classes;
26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
27 4. Upon the First Cause of Action, penalties pursuant to Labor Code § 226(a), and
28 reasonable costs and attorney’s fees;

1 5. Upon the Second Cause of Action, for unreimbursed expenses, interest, and
2 attorney's fees and costs pursuant to Labor Code § 2802;

3 6. Upon the Third Cause of Action, for restitution to Plaintiff and members of the
4 Classes of all money and/or property unlawfully acquired by Defendant by means of any acts or
5 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

6 7. Upon the Fourth Cause of Action, for civil penalties due to Plaintiff, other similarly
7 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
8 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
9 subsequent violation per employee per pay period for those violations of the Labor Code for which
10 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
11 costs;

12 8. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
13 § 218.6 and Civil Code §§ 3287 and 3289;

14 9. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
15 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

16 10. For such other relief that the Court may deem just and proper.

17
18 Dated: October 18, 2024

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

19
20
21 By: _____

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiff and the Putative Classes

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On October 18, 2024, I served the following document(s) described as **FIRST AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

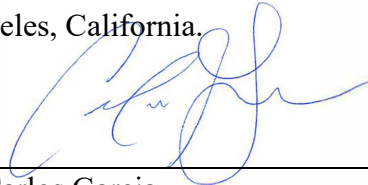
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SUPERIOR SKILLED TRADES, LLC.**

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 18, 2024, at Los Angeles, California.



Carlos Garcia