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Attorneys for Plaintiff
JACOBO CHAVEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JACOBO CHAVEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CVRI2405376

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

- (1) **FAILURE TO PROVIDE MEAL PERIODS
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **FAILURE TO AUTHORIZE AND PERMIT
REST PERIODS (LABOR CODE §§ 226.7,
516);**
- (3) **FAILURE TO PROVIDE ACCURATE,
ITEMIZED WAGE STATEMENTS
(LABOR CODE § 226 *et seq.*);**
- (4) **FAILURE TO INDEMNIFY ALL
NECESSARY BUSINESS EXPENDITURES
(LABOR CODE § 2802);**
- (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 Jacobo Chavez (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Second Amended Class and Representative Action Complaint (“SAC”) against
3 Burrtec Waste Industries, Inc., 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 others similarly situated, hereby brings this
7 SAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et. seq.*, Labor Code §§ 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*, 2802, and
9 Industrial Welfare Commission Wage Order 4 (the “Wage Order 4”), in addition to seeking
10 declaratory relief and restitution. This SAC is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Riverside. Defendants own, maintain offices, transact business, have agent(s) within
17 the County of Riverside, and/or otherwise are found within the County of Riverside, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the relevant time period of January 4, 2023 through
22 the filing of the lawsuit in this action and within the statute of limitations periods applicable to
23 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
24 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
25 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
26 §§ 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq.*, 2802; California Business and Professions Code
27 § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 4, which sets
28 employment standards for professional, technical, clerical, mechanical, and similar occupational

1 industries, which includes the industry in which Plaintiff worked for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the time
3 period of January 4, 2023 and continuing to the present, Defendants did (and continue to do)
4 business as a waste management company. Defendants employed Plaintiff and other, similarly-
5 situated non-exempt employees within Riverside County and the state of California and,
6 therefore, were (and are) doing business in Riverside County and the State of California.

7 5. 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 SAC when such true names and capacities are discovered. Plaintiff is informed, and
11 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
14 unlawful employment practices, wrongs, injuries and damages complained of herein.

15 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
16 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

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

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a current non-exempt employee, has been employed by Defendants since about December 2017. During his employment with Defendants, Plaintiff has held the job title of Mechanic Helper. His duties include, without limitation, making hoses for equipment, changing tires, performing oil changes, and generally working on machinery.

10. During his employment with Defendants, Plaintiff was generally scheduled to work Tuesday through Saturday from about 5:00 a.m. to about 3:30 p.m. Defendants require Plaintiff to clock in and out each day by swiping an assigned card or typing the card number into a digital timeclock.

11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all legally required meal periods due to Defendants' meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hours in violation of California law. As a result of the work demands imposed by Defendants, Defendants often provided meal periods that were either late, short, or failed to provide a required meal period altogether.

12. Although Plaintiff was not provided with all legally-compliant meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7.

13. In addition, throughout Plaintiff's employment with Defendants, Plaintiff was not authorized and permitted to take legally required rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendants required employees to be back at their workstations and ready to recommence within 10 minutes of initiating their break. As such, Defendants had a policy and/or practice of requiring Plaintiff and their other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. Further, the resting

1 facility/area was several minutes from the working area, thus cutting further into Plaintiff's rest
2 period. As a result, Plaintiff and other non-exempt employees were not authorized and permitted
3 to take rest breaks of at least net ten minutes in violation of California law.

4 14. On those occasions when Plaintiff was not authorized and permitted to take all
5 legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff
6 with the required rest period premium for each workday in which he experienced a rest period
7 violation as mandated by Labor Code § 226.7.

8 15. Defendants also failed to reimburse Plaintiff and other non-exempt employees for
9 necessary business expenses incurred during the relevant time period. Specifically, Defendants
10 required Plaintiff to use his personal cellular phone for business purposes. Accordingly, despite
11 Plaintiff and the other non-exempt employees being required to use their personal cellular phones,
12 Defendants did not reimburse Plaintiff or other non-exempt employees for all necessary
13 expenditures or losses incurred by the employee in direct consequence of the discharge of their
14 duties, or of their obedience to the directions of the employer in violation of California law.

15 16. As a result of Defendants' failure to pay meal period premium wages and rest
16 period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate
17 wage statements to Plaintiff. Furthermore, Defendants issued non-compliant wage statements to
18 Plaintiff and other non-exempt employees by failing to include all information required by
19 California law, including, but not limited to, gross wages earned.

20 **CLASS ACTION ALLEGATIONS**

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

23 a. The Meal Period Class consists of all of Defendants' current and former non-
24 exempt employees who worked at least one shift in excess of 5.0 hours, at any
25 time between January 4, 2023 through the present.

26 b. The Rest Period Class consists of all of Defendants' current and former non-
27 exempt employees in California who worked at least one shift in excess of 3.5
28 hours at any time between January 4, 2023 through the present.

c. The Wage Statement Class consists of all members of the: (i) Meal Period Class; (ii) Rest Period Class; and/or all of Defendants' current and former employees who received a wage statement from Defendants during the one year immediately preceding the filing of the lawsuit through the present.

d. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phone in connection with the discharge of their work duties, at any time between January 4, 2023 through the present;

e. The UCL Class consists of members of (i) Meal Period Class, (ii) Rest Period; and/or (iii) Reimbursement Class at any time between January 4, 2023 through the present.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **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 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred fifty (150) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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20. **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 situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

- ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- iii. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred pursuant to Labor Code § 2802;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

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

22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when he was not provided compliant meal periods or not authorized or permitted to take compliant rest periods, was not reimbursed for necessary business expenditures, and was not provided accurate, itemized wage statements.

23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-

and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

24. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be 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 identified in Paragraph 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

1 **FAILURE TO PROVIDE MEAL PERIODS**

2 **(AGAINST ALL DEFENDANTS)**

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

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed in their affirmative obligation to provide all of their non-exempt employees in California,
6 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
7 in accordance with the mandates of the California Labor Code and the Wage Order 4, § 11.
8 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and
9 members of the Meal Period Class at their respective regular rates of pay, in accordance with
10 California Labor Code §§ 204, 210, 226.7, and 512.

11 27. As a result, Defendants are responsible for paying premium compensation for meal
12 period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 4, including
13 interest thereon, statutory penalties, civil penalties, and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

16 **(AGAINST ALL DEFENDANTS)**

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

18 29. The Wage Order 4, Section 12 and California Labor Code §§ 226.7, 516 and 558
19 establish the right of employees to be authorized and permitted to take a paid rest period of at
20 least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

21 30. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
22 of the Rest Period Class to take all required rest periods.

23 31. The foregoing violations create an entitlement to recovery by Plaintiff and
24 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
25 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
26 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

27 **THIRD CAUSE OF ACTION**

28 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

1 **(AGAINST ALL DEFENDANTS)**

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

3 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
5 and members of the Wage Statement Class with complete and accurate wage statements with
6 respect to total gross wages earned, total net wages earned, meal and rest period premium wages
7 owed, all in violation of Labor Code § 226 *et seq.*

8 34. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
9 Class with complete and accurate itemized wage statements resulted in actual injury, as said
10 failures led to, among other things, meal and rest period premium wages, and deprived them of
11 the information necessary to identify the discrepancies in Defendants' reported data.

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

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**

18 **(AGAINST ALL DEFENDANTS)**

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

20 37. This cause of action is brought pursuant to Labor Code § 2802, which requires an
21 employer to "indemnify his or her employees for all necessary expenditures or losses incurred by
22 the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
23 to the directions of the employer."

24 38. As alleged herein, and due to their unlawful reimbursement policies and/or
25 practices, Defendants failed to indemnify Plaintiff and the members of the Reimbursement Class
26 all of their necessary business expenses, including, among other things, expenses related to use
27 of their personal cellular phones.

28 39. As a proximate result of Defendants' failure to indemnify Plaintiff and the

1 members of the Reimbursement Class for their necessary business expenses incurred, Plaintiff
2 and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of
3 suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code
4 § 2802.

5 **FIFTH CAUSE OF ACTION**
6 **UNFAIR COMPETITION**
7 **(AGAINST ALL DEFENDANTS)**

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

9 41. Defendants have engaged and continue to engage in unfair and/or unlawful
10 business practices in California in violation of California Business and Professions Code § 17200
11 *et seq.*, by failing to provide all required meal periods and failing to authorize and permit all
12 required rest periods, failing to pay meal and rest period premium wage payments, and failing to
13 reimburse all necessary business expenditures.

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

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

23 44. The acts complained of herein occurred at any time between January 4, 2023
24 through the filing of the lawsuit in this action.

25 45. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28 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.

SIXTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

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

47. Defendants have committed several Labor Code violations against Plaintiff 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 other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) \$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 (2) \$100.00 for each initial violation and \$200.00 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. Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;
- b. Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;
- c. Defendant violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements; and
- d. Defendant violated Labor Code §2802 by failing to reimburse Plaintiff and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties.

48. On September 19, 2024, Plaintiff notified Defendants via certified mail, and the

California Labor and Workforce Development Agency (“LWDA”) via e-mail, 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 47 (a)-(d). Attached hereto as **Exhibit 1** is a true and correct copy of the September 19, 2024, correspondence. 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 Labor Code Private Attorneys General Act with respect to these violations.

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 recover 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 and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
5. Upon the Second Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq.*;
7. Upon the Fourth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or

practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, 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 \$200.00 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) \$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; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than \$5,000.00 and up to \$25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) \$100.00 for each initial violation and \$200.00 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 Labor Code violations cited in Paragraph 47 (a)-(d) above.

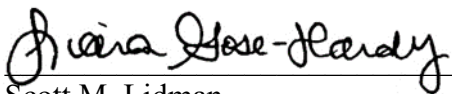
10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Dated: March 18, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: 
Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
JACOBO CHAVEZ

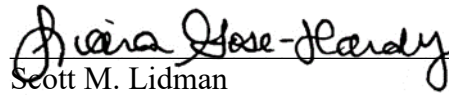
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 18, 2025

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Milan Moore
Tiara Gose-Hardy

Attorneys for Plaintiff
JACOBO CHAVEZ

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

September 19, 2024

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN RECEIPT
REQUESTED**

Burrtec Waste Industries, Inc., a California corporation
c/o Cole Burr, Registered Agent
9890 Cherry Avenue
Fontana, CA 92335

Re: *Jacobo Chavez v. Burrtec Waste Industries, Inc., a California corporation*

To Whom It May Concern:

Please be advised that this law firm represents Jacobo Chavez in claims arising from his employment with Burrtec Waste Industries, a California corporation (“Defendant”). Mr. Chavez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly-paid employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Mr. Chavez, a current non-exempt employee, has been employed by Defendant since about December 2017. During his employment with Defendants, Plaintiff has held the job title of Mechanic Helper. His duties include, without limitation, making hoses for equipment, changing tires, performing oil changes, and generally working on machinery.

During his employment with Defendant, Mr. Chavez was generally scheduled to work Tuesday through Saturday from about 5:00 a.m. to about 3:30 p.m. Defendants require Plaintiff to clock in and out each day by swiping an assigned card or typing the card number into a digital timeclock.

Throughout his employment with Defendant, Mr. Chavez and other hourly, non-exempt employees were not provided all legally required meal periods due to Defendant’s meal period policies and practices, which fail to provide 30-minute duty free first meal periods before the end of the fifth

hour of work and fail to provide second duty-free 30-minute meal periods for shifts of over 10.0 hours in violation of California law. As a result of the work demands imposed by Defendant, Defendant often provided meal periods that were either late, short, or failed to provide a required meal period altogether.

Although Mr. Chavez and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Chavez and other hourly, non-exempt employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7

Throughout Mr. Chavez's employment with Defendant, Mr. Chavez and other hourly, non-exempt employees were not authorized and permitted to take legally required rest periods due to Defendant's unlawful rest period policies and practices. Defendant's rest period policies and practices fail to authorize and permit paid 10-minute rest periods for every four hours worked, *or major fraction thereof*. Specifically, Defendant required employees to be back at their workstations and ready to recommence within 10 minutes of initiating their break. As such, Defendant had a policy and/or practice of requiring Plaintiff and their other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. Further, the resting facility/area was several minutes from the working area, thus cutting further into Plaintiff's rest period.

On those occasions when Mr. Chavez and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendant failed to compensate Mr. Chavez and the other hourly, non-exempt employees with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

Defendant also failed to reimburse Mr. Chavez and other hourly, non-exempt employees for necessary business expenses incurred during the relevant time period. Specifically, Defendant required Mr. Chavez and other hourly, non-exempt employees to use their personal cellular phone for business purposes but were not reimbursed for the usage. Accordingly, despite Mr. Chavez and the other non-exempt employees being required to use their personal cellular phones, Defendant did not reimburse them for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

As a result of Defendant's failure to pay meal period premium wages and rest period premium wages, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Mr. Chavez and other hourly, non-exempt employees. Furthermore, Defendant issued non-compliant wage statements to Mr. Chavez and other non-exempt employees by failing to include all information required by California law, including, but not limited to, gross wages earned.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged above, Defendant failed to provide Mr. Chavez and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. Specifically, Mr. Chavez and other Aggrieved Employees were often unable to take a duty-free 30-

minute meal period before the end of the fifth hour of work. As a result, Mr. Chavez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... 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.”). Although Mr. Chavez and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate Mr. Chavez and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit Mr. Chavez and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As alleged above, Defendant’s rest period policies/practices fail to authorize and permit all 10-minute rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of Defendant requiring employees to be back at their workstations and ready to recommence within 10 minutes of initiating their break, Defendant did not authorize and permit any duty-free rest periods. As a result, Mr. Chavez and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, 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 period is not provided.”)

Failure to Reimburse Necessary Expenditures

As described above, Defendant required Mr. Chavez and other Aggrieved Employees to use their personal cellular phone to discharge their duties. Accordingly, despite the Aggrieved Employees being required to use their personal cellular phone, Defendant did not reimburse Mr. Chavez or other Aggrieved employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law. Defendant’s policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5, and Labor Code §§ 2802 and 2804 (“An employer shall indemnify his or her employees 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 obedience to the directions of the employer.”) Mr. Chavez and other Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Mr. Chavez and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, gross wages earned, in violation of Labor Code § 226 *et seq.* Defendant’s failure to furnish Mr. Chavez and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other

things, the non-payment of meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

As an "aggrieved employee," Mr. Chavez will initiate a civil action on behalf of himself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Chavez's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Mr. Chavez and other aggrieved employees;
- b) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Mr. Chavez and other aggrieved employees;
- c) Defendant violated Labor Code § 226 by failing to furnish Mr. Chavez and other aggrieved employees with accurate and compliant itemized wage statements; and
- d) Defendant violated Labor Code §2802 by failing to reimburse Mr. Chavez and other aggrieved employees for all necessary business expenditures incurred in the discharge of their duties.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman