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FRANCISCO NOVELA

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Superior Court of California  
County of Santa Barbara  
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9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SANTA BARBARA**

12 STATE OF CALIFORNIA *ex rel.*  
FRANCISCO NOVELA, as Private  
13 Attorney General,

14 Plaintiff,

15 vs.

16 RAMSEY ASPHALT CONSTRUCTION  
CORP., a California corporation; and DOES  
17 1 through 50, inclusive,

18 Defendants.

Case No.: 25CV00054

**REPRESENTATIVE ACTION  
COMPLAINT**

**DEMAND FOR TRIAL BY JURY**

**(1) Violation of Cal. Labor Code § 2699,  
(Private Attorneys General Act)**

1 Plaintiff STATE OF CALIFORNIA *ex. rel.* FRANCISCO NOVELA as a Private  
2 Attorney General (“Plaintiff”), based upon facts that either have evidentiary support or are likely  
3 to have evidentiary support after a reasonable opportunity for further investigation and discovery,  
4 alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants RAMSEY ASPHALT  
7 CONSTRUCTION CORP. and DOES 1 THROUGH 50 (hereinafter also collectively referred to  
8 as “Defendants”) for California Labor Code violations, unfair business practices, and civil  
9 penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide  
10 meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure  
11 to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate  
12 time and payroll records, and failure to reimburse necessary business-related expenses.

13 2. Plaintiff brings this Action solely as a representative action, and solely as a Private  
14 Attorney General, on behalf of the State of California for all aggrieved employees, including  
15 himself and other aggrieved employees of Defendants against whom one or more of the alleged  
16 violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”)  
17 pursuant to California Labor Code sections 2698, *et seq*; *Balderas v. Fresh Start Harvesting, Inc.*,  
18 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and *Johnson v. Maxim Healthcare*  
19 *Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee against whom one  
20 or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the  
21 minimal jurisdiction limits of the Superior Court and will be established according to proof at  
22 trial.

23 3. The Court has jurisdiction over this action pursuant to the California Constitution,  
24 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”  
25 except those given by statute to other courts. The statutes under which this action is brought do  
26 not specify any other basis for jurisdiction.

27 4. This Court has jurisdiction over Defendants because, upon information and belief,  
28 Defendants are citizens of California, have sufficient minimum contacts in California, or

1 otherwise intentionally avail themselves of the California market so as to render the exercise of  
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
3 substantial justice.

4 5. Venue is proper in this Court because, upon information and belief, Defendants  
5 maintain offices, have agents, and/or transact business in the State of California, County of Santa  
6 Barbara.

### 7 **PARTIES**

8 6. Plaintiff FRANCISCO NOVELA is an individual residing in the State of  
9 California. Mr. Novela is not suing in his individual capacity. Instead, he is proceeding herein  
10 solely under the PAGA, on behalf of the State of California for all aggrieved employees. Plaintiff  
11 is an Aggrieved Employee as defined under PAGA because he was employed by Defendant and  
12 suffered the labor code violations alleged herein

13 7. Defendant RAMSEY ASPHALT CONSTRUCTION CORP., is and at all times  
14 herein mentioned was, a corporation organized and existing under the laws of the State of  
15 California, and registered to do business in the state of California.

16 8. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,  
17 and therefore sues these defendants by such fictitious names. The Doe defendants may be  
18 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,  
19 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,  
20 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at  
21 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and  
22 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this  
23 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and  
24 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in  
25 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged  
26 were proximately caused by its conduct. RAMSEY ASPHALT CONSTRUCTION CORP. and  
27 Doe Defendants 1 through 50 are collectively referred to herein as "Defendants."

28 9. Defendants are and at all times herein mentioned were, (a) conducting business in

the County of Santa Barbara, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

10. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Mr. Novela and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

### **GENERAL ALLEGATIONS**

11. Defendants provide asphalt and concrete paving services for the San Luis Obispo, Santa Barbara, Ventura and Los Angeles Counties.

12. Defendants employed Plaintiff to work as a general laborer from approximately February 2023 to November 2023.

13. At all relevant times set forth herein, Defendants employed Mr. Novela and the Aggrieved Employees as hourly-paid or non-exempt employees.

14. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Mr. Novela and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Mr. Novela and the Aggrieved Employees; and to hire and terminate the employment of Mr. Novela and the Aggrieved Employees.

15. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

16. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Mr. Novela and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them for all hours worked, including minimum and overtime wages. Defendants also implemented policies that prohibited Mr. Novela and the Aggrieved Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit Mr.

1 Novela and the Aggrieved Employees to take timely and duty-free meal periods and rest periods  
2 in violation of California law. Defendants also failed to reimburse Mr. Novela and the Aggrieved  
3 Employees for all necessary business-related expenses.

4 17. Throughout the time period involved in this case, Defendants have implemented  
5 policies and practices which failed to provide Mr. Novela and the Aggrieved Employees with  
6 timely and duty-free meal periods. Defendants routinely failed to relieve Mr. Novela and the  
7 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control  
8 over Mr. Novela and the Aggrieved Employees during their meal periods, regularly failed to  
9 permit Mr. Novela and the Aggrieved Employees a reasonable opportunity to take their meal  
10 periods, and regularly impeded or discouraged Mr. Novela and the Aggrieved Employees from  
11 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of  
12 work and/or from taking a second thirty (30) minute uninterrupted meal break no later than their  
13 tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain  
14 accurate records of meal periods taken by Mr. Novela and the Aggrieved Employees.

15 18. Throughout the time period involved in this case, Defendants did not adequately  
16 inform Mr. Novela and the Aggrieved Employees of their right to take meal periods under  
17 California law. Moreover, Defendants systematically disregarded their own written policies  
18 regarding the provision and timing of meal periods for Mr. Novela and the Aggrieved Employees.  
19 Instead, Defendants' actual policy and practice was to schedule Mr. Novela and the Aggrieved  
20 Employees in a way that prohibited them from taking timely and duty-free meal periods, and to  
21 require Mr. Novela and the Aggrieved Employees to work through their meal periods, for which  
22 they were not compensated.

23 19. Throughout the time period involved in this case, Defendants failed to pay Mr.  
24 Novela and the Aggrieved Employees premium wages for meal periods that were missed, late,  
25 interrupted, or shortened in violation of California law. Defendants knew or should have known  
26 that Mr. Novela and the Aggrieved Employees were entitled to receive all meal periods or  
27 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,  
28 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to

1 provide legally compliant meal periods to Mr. Novela and the Aggrieved Employees, and  
2 routinely failed to pay one additional hour of pay to Mr. Novela and the Aggrieved Employees at  
3 their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

4 20. Throughout the time period involved in this case, Defendants have implemented  
5 policies and practices which prohibited Mr. Novela and the Aggrieved Employees from taking  
6 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit  
7 Mr. Novela and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for  
8 every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty  
9 rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort  
10 to authorize, permit, and provide such rest breaks in the middle of each work period.

11 21. Throughout the time period involved in this case, Defendants did not adequately  
12 inform Mr. Novela and the Aggrieved Employees of their right to take rest periods under  
13 California law. Moreover, Defendants systematically disregarded their own written policies  
14 regarding the provision and timing of rest periods for Mr. Novela and the Aggrieved Employees.  
15 Instead, Defendants' actual policy and practice was to schedule Mr. Novela and the Aggrieved  
16 Employees in a way that regularly prohibited them from taking timely and duty free rest periods,  
17 and to regularly require Mr. Novela and the Aggrieved Employees to work through their rest  
18 periods.

19 22. Throughout the time period involved in this case, Defendants failed to pay Mr.  
20 Novela and the Aggrieved Employees premium wages for rest periods that were missed, late,  
21 interrupted, or shortened in violation of California law. Defendants knew or should have known  
22 that Mr. Novela and the Aggrieved Employees were entitled to receive all rest periods or payment  
23 of one additional hour of pay at their regular rate of pay when a rest period was missed, short,  
24 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize  
25 and permit Mr. Novela and the Aggrieved Employees to take duty-free rest periods, and failed to  
26 pay one additional hour of pay to Mr. Novela and the Aggrieved Employees at their regular rate  
27 of pay when a rest period was missed, short, late and/or interrupted.

28 23. Throughout the time period involved in this case, Defendants regularly required

1 Mr. Novela and the Aggrieved Employees to perform work off the clock. Although Defendants  
2 prohibited overtime, Defendants still regularly required that Mr. Novela and the Aggrieved  
3 Employees complete all of their assigned duties. To do so, Mr. Novela and the Aggrieved  
4 Employees were regularly required to perform work off the clock for which they were not  
5 compensated.

6 24. Throughout the time period involved in this case, Defendants implemented policies  
7 that prohibited Mr. Novela and the Aggrieved Employees from accurately recording the actual  
8 time worked, resulting in a failure to pay Plaintiff and the Aggrieved Employees all wages owed.

9 25. Throughout the time period involved in this case, Mr. Novela and the Aggrieved  
10 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

11 26. Throughout the time period involved in this case, Defendants regularly failed to  
12 pay all overtime compensation owed to Mr. Novela and the Aggrieved Employees when they  
13 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work  
14 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single  
15 work week. Defendants knew or should have known that Mr. Novela and the Aggrieved  
16 Employees were entitled to receive certain wages for overtime compensation and that they were  
17 not receiving wages for overtime compensation.

18 27. Throughout the time period involved in this case, Defendants failed to pay  
19 overtime to Mr. Novela and the Aggrieved Employees for all overtime hours worked based on  
20 regular rates of pay correctly calculated to include all applicable remuneration.

21 28. Throughout the time period involved in this case, Defendants regularly failed to  
22 pay Mr. Novela and the Aggrieved Employees at least minimum wages for all hours worked.  
23 Defendants knew or should have known that Mr. Novela and the Aggrieved Employees were  
24 entitled to receive at least minimum wages for all hours worked and that they were not receiving  
25 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages  
26 included, *inter alia*, failing to pay Mr. Novela and the Aggrieved Employees at the required  
27 minimum wage pursuant to California law, and requiring Mr. Novela and the Aggrieved  
28 Employees to perform work off the clock.

1           29.       Throughout the time period involved in this case, Defendants regularly failed to  
2 pay Mr. Novela and the Aggrieved Employees all wages owed to them upon discharge or  
3 resignation. Defendants knew or should have known that Mr. Novela and the Aggrieved  
4 Employees were entitled to receive all wages owed to them upon termination within the time  
5 permissible under California Labor Code section 202. Mr. Novela and the Aggrieved Employees  
6 did not receive payment of all final wages owed to them upon discharge or resignation, including  
7 overtime compensation and minimum wages within any time permissible under California Labor  
8 Code section 202.

9           30.       Throughout the time period involved in this case, Defendants regularly failed to  
10 pay Mr. Novela and the Aggrieved Employees all wages within any time permissible under  
11 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or  
12 should have known that Mr. Novela and the Aggrieved Employees were entitled to receive all  
13 wages owed to them during their employment. Mr. Novela and the Aggrieved Employees did not  
14 receive payment of all wages, including overtime compensation, minimum wages, meal and rest  
15 period premiums.

16          31.       Throughout the time period involved in this case, Defendants regularly failed to  
17 provide complete or accurate wage statements to Mr. Novela and the Aggrieved Employees.  
18 Defendants knew or should have known that Mr. Novela and the Aggrieved Employees were  
19 entitled to receive complete and accurate wage statements in accordance with California law, but,  
20 in fact, they did not receive complete and accurate wage statements from Defendants. The  
21 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual  
22 gross wages earned, and the correct rates of pay.

23          32.       Throughout the time period involved in this case, Defendants regularly failed to  
24 keep complete or accurate payroll records for Mr. Novela and the Aggrieved Employees.  
25 Defendants knew or should have known that Defendants were required to keep complete and  
26 accurate payroll records for Mr. Novela and the Aggrieved Employees in accordance with  
27 California law, but, in fact, did not keep complete and accurate payroll records.

28          33.       Throughout the time period involved in this case, Defendants regularly failed to

maintain accurate records relating to Plaintiff's and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

34. Throughout the time period involved in this case, Defendants failed to reimburse Mr. Novela and the Aggrieved Employees for all necessary business-related expenses, including but not limited to uniforms, pants and shirts. Defendants knew or should have known that Defendants were required to reimburse Mr. Novela and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

35. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Mr. Novela and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Mr. Novela and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

36. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

### **FIRST CAUSE OF ACTION**

#### **(Violation of California Labor Code § 2699, Et Seq.)**

#### **(Against All Defendants)**

37. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

38. Mr. Novela brings the first cause of action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), on behalf of the State of California for all aggrieved employees, including himself and other aggrieved employees of Defendants against whom one or more of the alleged violations was committed.

39. PAGA specifically provides for a private right of action to recover civil penalties

for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

40. Mr. Novela was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Mr. Novela is therefore, an “aggrieved employee” under PAGA.

41. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- a. Failing to pay the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- b. Failing to pay the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to the Aggrieved Employees, and failing to pay the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide, authorize and permit the Aggrieved Employees to take duty-free rest periods, and failing to pay the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to reimburse the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

42. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11160, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

43. Mr. Novela has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On October 4, 2024, Mr. Novela, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and intent to bring a claim for civil penalties under PAGA. Mr. Novela also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Mr. Novela's October 4, 2024, notice, and the Labor and Workforce Development Agency has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Mr. Novela may commence this representative action on behalf of the state to recover penalties pursuant to Labor Code § 2699.3.

44. Plaintiff was compelled to retain the services of counsel to file this court action to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of

reasonable attorneys' fees and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

45. Plaintiff may amend this complaint as a matter of right pursuant to California Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods specified in Labor Code §2699.3.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, prays for relief and judgment against Defendants, jointly and severally, as follows:

**As to the First Cause of Action**

1. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

3. For such other relief as the Court deems just and proper.

Dated: January 2, 2025

**PROTECTION LAW GROUP, LLP**

By: 

Ryan Chuman, Esq.  
Arnel O. Tan, Esq.  
Joseph Marshall, Esq.  
Christine Reyes, Esq.  
Attorneys for Plaintiff,  
FRANCISCO NOVELA

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: January 2, 2025

**PROTECTION LAW GROUP, LLP**

By: 

Ryan Chuman  
Arnel O. Tan  
Joseph Marshall  
Christine Reyes

Attorneys for Plaintiff  
FRANCISCO NOVELA