

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:
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WRITERS EXT:
1004

September 16, 2025
CA3720

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Black & Veatch Corporation
Certified Mail #9589071052703176334792
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Ursula Leon Hernandez (“Plaintiff”) and all other Aggrieved Employees of Black & Veatch Construction, Inc. and/or Black & Veatch Corporation (“Defendant”). “Aggrieved Employees” refers to all individuals who are or previously were employed by Black & Veatch Construction, Inc. and/or Black & Veatch Corporation in California, including any employees staffed with Black & Veatch Construction, Inc. and/or Black & Veatch Corporation by a third party, and classified as non-exempt employees during the time period of September 16, 2024 until a date as determined by the Court (“PAGA Period”). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from September 23, 2024 to February 25, 2025.

Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below. Specifically, Plaintiff was employed by Defendant as a Substation Electrician assigned to 9060 Friars Road in San Diego County. Plaintiff performed job tasks typical of her trade in that she was primarily involved in planning, lay-out, installation, testing and repair of all

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aspects of substation construction in accordance with all applicable plans, specifications, codes and industry standards, which also included but were not limited to terminating control cabinet wires.

Plaintiff was regularly unable to take meal and rest breaks and took many of her meal breaks late, after the 5th hour of work as a result of her strenuous job duties in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Defendant unilaterally manipulated and recorded fictitious meal break records and clocked Plaintiff out for a meal period when in fact she was performing work tasks and under Defendant's control. Plaintiff was rarely able to take rest breaks, and her meal breaks were late, missed, or interrupted multiple times every week as a result of her work duties she was assigned at the substation owned by SDGE at Friars Road. Plaintiff's wage statements reveal Defendant never paid Plaintiff a single meal and/or rest break penalty for her break violations during the PAGA Period.

Further, Plaintiff was paid "Per Diem" and "Prizes/Awards/dues" non-discretionary wage payments during her employment with Defendant. Defendant paid Plaintiff the Per Diem and Prizes/Awards/dues wages in the same pay period Plaintiff also worked overtime/double-time, but Defendant failed to include the Per Diem and Prizes/Awards/dues wages into Plaintiff's regular rate and as result underpaid Plaintiff for her overtime and double-time wages in violation of Cal. Lab. Code Section 510.

During the PAGA Period, Defendant intentionally and unlawfully failed to pay Plaintiff and other Aggrieved Employees for compensable work time which was spent doing mandatory check-ins at the security guard gate, parking her vehicle, then walking to Defendant's assigned meet up area for the morning safety meetings. Upon checking in at the morning safety meeting, it was only then that Defendant would start paying Plaintiff. Additionally, when Plaintiff was clocked out for a meal period she was regularly working during these meal break times and as a result worked time that Defendant failed to properly pay her for. As a result, these pre-and mid-shift duties caused Plaintiff and other Aggrieved Employees to be underpaid for minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1 & 1198.

Additionally, Plaintiff alleges that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiff and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all hours actually worked and the applicable hourly rates during the pay period and the proper overtime/minimum/and break premium wages earned. Defendant knowingly and intentionally failed to include all hours worked and the correct wages owed in violation of Cal. Lab. Code 226(a).

Defendant also required Plaintiff to use her personal cell phone for other work related duties that included frequent calls and texts from Defendant's foreman. These calls and texts

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were a necessary business expense as Plaintiff needed to respond to her superior to be able to perform her essential job duties for Defendant. Plaintiff was not reimbursed for her personal cell phone business related expenses that she incurred as a result of her job duties for Defendant in violation of Cal. Lab. Code Section 2802.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699. The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

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During the PAGA Period, Defendant intentionally and unlawfully failed to pay Plaintiff and other Aggrieved Employees for compensable work time which was spent doing mandatory check-ins at the security guard gate, parking her vehicle, then walking to Defendant's assigned meet up area for the morning safety meetings. Upon checking in at the morning safety meeting, it was only then that Defendant would start paying Plaintiff. Additionally, when Plaintiff was clocked out for a meal period she was regularly working during these meal break times and as a result worked time that Defendant failed to properly pay her for. As a result, these pre-and mid-shift duties caused Plaintiff and other Aggrieved Employees to be underpaid for minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1 & 1198.

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