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Superior Court of California,

County of San Diego

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Clerk of the Superior Court

By J. Ortler

,Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

10
11 URSULA LEON HERNANDEZ, on behalf of
the State of California, as a private attorney
12 general,

13
14 Plaintiff,

15 vs.

16 BLACK & VEATCH CONSTRUCTION,
17 INC., a Corporation; BLACK & VEATCH
CORPORATION, a Corporation; and DOES
18 1 through 50, inclusive,

19 Defendants.
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Case No. 26CU000311C

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226(a)(2),
226.7, 246, 510, 512, 558(a)(1)(2), 1194,
1197, 1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Ursula Leon Hernandez (“PLAINTIFF”), on behalf of the people of the
2 State of California and as an “aggrieved employee” acting as a private attorney general
3 under the Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only,
4 alleges on information and belief, except for her own acts and knowledge which are based
5 on personal knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendants Black & Veatch Construction,
8 Inc. and Black & Veatch Corporation (referred to as “DEFENDANT”) seeking only to recover
9 PAGA civil penalties on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFF does **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are
12 mentioned for wage violations, PLAINTIFF does not seek underlying general and/or special
13 damages for those violations, but simply the civil penalties permitted by California Labor Code
14 § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFF to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFF is not suing in her individual capacity; she is proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFF suing in her individual capacity.

25 **THE PARTIES**

26 5. Black & Veatch Construction, Inc. is a corporation that at all relevant times
27 mentioned herein conducted and continues to conduct substantial business in California. Black
28

1 & Veatch Corporation a corporation that at all relevant times mentioned herein conducted and
2 continues to conduct substantial business in California.

3 6. Black & Veatch Construction, Inc. and Black & Veatch Corporation were the
4 joint employers of PLAINTIFF as evidenced by paycheck, standardized company employment
5 handbooks, by standardized policies and procedures, by the company PLAINTIFF performed
6 work for respectively and by the California Secretary of State Business Information which
7 includes but is not limited the same mailing and business addresses and same agent for service
8 of process, and are therefore jointly responsible as employers for the conduct alleged herein, and
9 are therefore collectively referred to herein as ("DEFENDANT"). DEFENDANT is an
10 engineering, procurement, consulting and construction company that focuses on critical
11 infrastructure projects in various sectors like water, energy, and telecommunications.

12 7. PLAINTIFF was employed by DEFENDANT in California from September 23,
13 2024 to February 25, 2025. PLAINTIFF was at all times classified by DEFENDANT as a
14 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
15 periods and payment of minimum and overtime wages due for all time worked.

16 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorney General
18 Act, brings this Representative Action on behalf of the State of California with respect to all
19 individuals who are or previously were employed by Black & Veatch Construction, Inc. and/or
20 Black & Veatch Corporation in California, including any employees staffed with Black &
21 Veatch Construction, Inc. and/or Black & Veatch Corporation by a third party, and classified
22 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of
23 September 16, 2024 until a date as determined by the Court (the "PAGA PERIOD").

24 9. PLAINTIFF, on behalf of all AGGRIEVED EMPLOYEES presently or
25 formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
26 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT's
27 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226(a)(2), 226.7, 246,
28 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,

1 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
2 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
3 within the meaning of Labor Code § 2699.

4 10. The true names and capacities, whether individual, corporate, subsidiary,
5 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
6 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
7 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
8 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
9 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
10 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
11 50, inclusive, are responsible in some manner for one or more of the events and happenings
12 that proximately caused the injuries and damages hereinafter alleged.

13 11. The agents, servants and/or employees of the Defendants and each of them
14 acting on behalf of the Defendants acted within the course and scope of his, her or its
15 authority as the agent, servant and/or employee of the Defendants, and personally
16 participated in the conduct alleged herein on behalf of the Defendants with respect to the
17 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
18 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and
19 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
20 conduct of the Defendants' agents, servants and/or employees.

21 22 THE CONDUCT

23 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
24 was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time
25 worked, meaning the time during which an employee is subject to the control of an
26 employer, including all the time the employee is suffered or permitted to work.
27 DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without
28 paying them for all the time they are under DEFENDANT's control. Among other things,

1 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to
2 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
3 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
4 break. DEFENDANT, as a matter of established company policy and procedure,
5 administers a uniform practice of rounding the actual time worked and recorded by
6 PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT,
7 so that during the course of their employment, PLAINTIFF and the AGGRIEVED
8 EMPLOYEES are paid less than they would have been paid had they been paid for actual
9 recorded time rather than "rounded" time. Additionally, DEFENDANT engaged in the
10 practice of requiring PLAINTIFF and AGGRIEVED EMPLOYEES to perform work off the
11 clock in that DEFENDANT, as a condition of employment, required these employees to
12 submit to mandatory security checks prior to clocking into DEFENDANT's timekeeping
13 system for the workday. As a result, PLAINTIFF and the AGGRIEVED EMPLOYEES
14 forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working
15 without their time being correctly recorded and without compensation at the applicable rates.
16 DEFENDANT's policy and practice not to pay PLAINTIFF and the AGGRIEVED
17 EMPLOYEES for all time worked, is evidenced by DEFENDANT's business records.

18 13. State law provides that employees must be paid overtime and meal and rest
19 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
20 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
21 tied to specific elements of an employee's performance.

22 14. The second component of PLAINTIFF's and the AGGRIEVED
23 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
24 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and the
6 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
7 do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

9 15. As a result of their rigorous work schedules, PLAINTIFF and the
10 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
11 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
13 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
14 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
15 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
16 which these employees were required by DEFENDANT to work ten (10) hours of work.
17 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
18 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
19 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
20 and in accordance with DEFENDANT's corporate policy and practice.

21 16. During the PAGA PERIOD, PLAINTIFF and the AGGRIEVED
22 EMPLOYEES were also required from time to time to work in excess of four (4) hours
23 without being provided ten (10) minute rest periods. Further, these employees were denied
24 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
25 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
28 hours or more from time to time. PLAINTIFF and the AGGRIEVED EMPLOYEES were

1 also not provided with one hour wages in lieu thereof. Additionally, the applicable
2 California Wage Order requires employers to provide employees with off-duty rest periods,
3 which the California Supreme Court defined as time during which an employee is relieved
4 from all work related duties and free from employer control. In so doing, the Court held that
5 the requirement under California law that employers authorize and permit all employees to
6 take rest period means that employers must relieve employees of all duties and relinquish
7 control over how employees spend their time which includes control over the locations
8 where employees may take their rest period. Employers cannot impose controls that prohibit
9 an employee from taking a brief walk - five minutes out, five minutes back. Here,
10 DEFENDANT's policy restricted PLAINTIFF and the AGGRIEVED EMPLOYEES from
11 unconstrained walks and is unlawful based on DEFENDANT's rule which states
12 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
13 their rest period.

14 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
15 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
16 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
17 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
18 all time worked, meaning the time during which an employee was subject to the control of
19 an employer, including all the time the employee was permitted or suffered to permit this
20 work. DEFENDANT required these employees to work off the clock without paying them
21 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
22 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
23 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
24 EMPLOYEES forfeited time worked by working without their time being accurately
25 recorded and without compensation at the applicable minimum wage and overtime wage
26 rates. To the extent that the time worked off the clock does not qualify for overtime
27 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
28 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

1 18. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
2 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
3 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
4 provides that every employer shall furnish each of his or her employees with an accurate
5 itemized wage statement in writing showing, among other things, gross wages earned and all
6 applicable hourly rates in effect during the pay period and the corresponding amount of time
7 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
8 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
9 during the pay period and the total hours worked, and the applicable pay period in which the
10 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
11 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to
12 identify such information. More specifically, the wage statements failed to identify the
13 accurate total hours worked each pay period. When the hours shown on the wage statements
14 were added up, they did not equal the actual total hours worked during the pay period in
15 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
16 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
17 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
18 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
19 statements which violated Cal. Lab. Code § 226.

20 19. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
21 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
22 the wages are paid not more than seven (7) calendar days following the close of the payroll
23 period. Cal. Lab. Code § 210 provides:

24 in [I]n addition to, and entirely independent and apart from, any other penalty provided
25 this article, every person who fails to pay the wages of each employee as provided in
26 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
27 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
28 each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

1 20. DEFENDANT from time to time failed to pay PLAINTIFF and the
2 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
3 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
4 wage payments.

5 21. DEFENDANT underpaid sick pay wages to PLAINTIFF and the
6 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
7 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
8 employees earn non-discretionary remuneration, including, but not limited to, incentives,
9 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
10 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
11 their base rates of pay.

12 22. Cal. Lab. Code Section 246(l)(2) requires that paid sick time for nonexempt
13 employees be calculated by dividing the employee’s total wages, not including overtime
14 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
15 days of employment.

16 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
17 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
18 earned non-discretionary incentive wages which increased their regular rate of pay.
19 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
20 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
21 required under Cal. Lab. Code Section 246.

22 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
23 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
24 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
25 believes and based thereon alleges that such failure to pay sick pay at regular rate was
26 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
27 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.
28

1 25. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
3 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
4 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
5 2802, employers are required to indemnify employees for all expenses incurred in the course
6 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
7 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
8 employee in direct consequence of the discharge of his or her duties, or of his or her
9 obedience to the directions of the employer, even though unlawful, unless the employee, at
10 the time of obeying the directions, believed them to be unlawful."

11 26. In the course of their employment PLAINTIFF and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
13 personal cellular phones as a result of and in furtherance of their job duties as employees for
14 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
15 associated with the use of their personal cellular phones for DEFENDANT's benefit.
16 Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were required by
17 DEFENDANT to use their personal cellular phones. As a result, in the course of their
18 employment with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES
19 incurred unreimbursed business expenses which included, but were not limited to, costs
20 related to the use of their personal cellular phones all on behalf of and for the benefit of
21 DEFENDANT.

22 27. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
23 terminated and DEFENDANT has not tendered payment of all wages owed as required by
24 law.

25 **JURISDICTION AND VENUE**

26 28. This Court has jurisdiction over this Action pursuant to California Code of
27 Civil Procedure, Section 410.10.

28 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,

1 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
2 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
3 facilities in this County and/or conducts substantial business in this County, and (ii)
4 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
5 AGGRIEVED EMPLOYEES.

6 **FIRST CAUSE OF ACTION**

7 **For Violation of the Private Attorneys General Act**

8 **[Cal. Lab. Code §§ 2698]**

9 **(By PLAINTIFF and Against All Defendants)**

10 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
11 forth herein, the prior paragraphs of this Complaint.

12 31. PAGA is a mechanism by which the State of California itself can enforce state
13 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
14 the state's labor law enforcement agencies. An action to recover civil penalties under
15 PAGA is fundamentally a law enforcement action designed to protect the public and not to
16 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
17 but to create a means of "deputizing" citizens as private attorneys general to enforce the
18 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
19 public interest to allow aggrieved employees, acting as private attorneys general to recover
20 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
21 claims cannot be subject to arbitration.

22 32. PLAINTIFF, and such persons that may be added from time to time who
23 satisfy the requirements and exhaust the administrative procedures under the Private
24 Attorney General Act, brings this Representative Action on behalf of the State of California
25 with respect to all individuals who are or previously were employed by Black & Veatch
26 Construction, Inc. and/or Black & Veatch Corporation in California, including any
27 employees staffed with Black & Veatch Construction, Inc. and/or Black & Veatch
28 Corporation by a third party, and classified as non-exempt employees ("AGGRIEVED

1 EMPLOYEES”) during the time period of September 16, 2024 until a date as determined by
2 the Court (the "PAGA PERIOD").

3 33. On September 16, 2025, PLAINTIFF gave written notice by electronic mail to
4 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
5 employer of the specific provisions of this code alleged to have been violated as required by
6 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
7 herein. The statutory waiting period for PLAINTIFF to add these allegations to the
8 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
9 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
10 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

11 34. The policies, acts and practices heretofore described were and are an unlawful
12 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
13 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
14 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
15 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
16 required expenses, and (f) failed to provide wages when due, all in violation of the
17 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
18 226(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
19 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s),
20 and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby
21 seeks recovery of only civil penalties as prescribed by the Labor Code Private Attorney
22 General Act of 2004 as the representative of the State of California for the illegal conduct
23 perpetrated on PLAINTIFF and the AGGRIEVED EMPLOYEES.

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27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

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WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and

1. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

A) Recovery of civil penalties as prescribed by the Labor Code Private

B) An award of attorneys' fees and cost of suit, as allowable under the

Dated: January 6, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
 Norman B. Blumenthal
 Kyle R. Nordrehaug
 Nicholas J. De Blouw
Attorneys for Plaintiff

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EXHIBIT 1

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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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**WRITERS E-MAIL:
nick@bamlawca.com**

**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 Construction, Inc.
Certified Mail #9589071052703176334808
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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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).

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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.