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9 *and Aggrieved Employees*

10 **UNITED STATES DISTRICT COURT**  
11 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**  
12 **OAKLAND/SAN FRANCISCO DIVISION**

13 SHAWN CLAYBORNE, an individual, on  
14 behalf of himself, all others similarly situated,  
15 and all other aggrieved employees; DAVID  
16 POOL, an individual, on behalf of himself  
17 and all others similarly situated,

18 **PLAINTIFFS,**

19 vs.

20 CHEVRON U.S.A. INC., NEWTRON LLC,  
21 PERFORMANCE MECHANICAL, INC.,  
SPECIALTY WELDING AND  
TURNAROUNDS, LLC, and DOES 1-100,  
inclusive,

**DEFENDANTS.**

Case No. 4:19-cv-07624-JSW

**THIRD AMENDED COMPLAINT FOR**  
**CLASS ACTION**

- (1) UNPAID WAGES FOR ALL HOURS WORKED
- (2) UNPAID WAGES FOR DOCKING EMPLOYEES IN EXCESSIVE INCREMENTS
- (3) UNPAID MINIMUM WAGE
- (4) FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
- (5) FAILURE TO PAY ALL WAGES EACH PAYDAY
- (6) WILLFUL FAILURE TO PAY FINAL WAGES
- (7) UNFAIR COMPETITION (Business & Professions Code §§ 17200 *et seq.*)

**PAGA ACTION**

- (8) PRIVATE ATTORNEYS GENERAL ACT VIOLATIONS (Labor Code §§ 2698 *et seq.*)

**DEMAND FOR JURY TRIAL**

1 Plaintiff Shawn Clayborne (“Clayborne”) and Plaintiff David Pool (“Pool”) (Clayborne  
2 and Pool collectively referred to herein as “Plaintiffs”) allege on behalf of themselves and all  
3 those similarly situated and all other aggrieved employees as follows:

4 **SUMMARY OF CLAIMS**

5 1. Clayborne was employed by Chevron U.S.A. Inc. (“Chevron”) and Newtron,  
6 LLC (“Newtron”) at Chevron’s refinery in Richmond, California. Chevron is liable as a direct  
7 employer and as a joint employer under California law, and as a client employer under California  
8 Labor Code section 2810.3. Clayborne brings this action as a class action on behalf of himself  
9 and all others similarly situated and as a PAGA action on behalf of the State of California,  
10 himself, and all other aggrieved employees at Chevron’s oil refineries in California  
11 (“Employees”), as described herein.

12 2. Pool was employed at Chevron’s refinery in Richmond, California by Chevron and  
13 Performance Mechanical, Inc. (“PMI”) and by Chevron and Specialty Welding and Turnarounds,  
14 LLC (“SWAT”). Chevron is liable as a direct employer and as a joint employer under California  
15 law, and as a client employer under California Labor Code section 2810.3. Pool brings this action  
16 as a class action on behalf of himself and Employees.

17 3. Chevron, Newtron, PMI, and SWAT are referred to herein as “Defendants.”  
18 Chevron and Newtron are referred to herein as “PAGA Defendants.” Newtron, PMI, and SWAT  
19 are referred to herein as “Labor Contractor Defendants.”

20 4. Plaintiffs allege that Defendants violated and continue to violate the California  
21 Labor Code and Wage Order protections applicable to themselves and Employees, specifically:

22 (a) Defendants’ policy and practice of not compensating Plaintiffs and  
23 Employees for all hours worked at the start of their workdays, starting from the time that  
24 Defendants require Plaintiffs and Employees to report to designated parking lots for employer-  
25 mandated travel to their worksites, and including time that Defendants required Plaintiffs and  
26 Employees to spend donning special protective clothing and work gear;

1 (b) Defendants' policy and practice of not compensating Plaintiffs and  
2 Employees for all hours worked at the end of their workdays, including through the time  
3 Plaintiffs and Employees are able to depart after employer-mandated travel from their worksites  
4 back to designated parking lots;

5 (c) Defendants' policy and practice of docking Plaintiffs' and Employees' pay  
6 in excessive increments, including for periods of time during which Plaintiffs and Employees  
7 were subject to Defendants' control. For example, when Plaintiffs and Employees leave early  
8 from designated parking lots, Defendants dock their pay in increments of time that exceed the  
9 amount of time that Plaintiffs and Employees have left early from work;

10 (d) Defendants' policy and practice of failing to provide Plaintiffs and  
11 Employees with complete and accurate itemized wage statements, and failing to keep proper  
12 payroll records;

13 (e) Defendants' policy and practice of failing to pay Plaintiffs and Employees,  
14 in a timely manner during their employment;

15 (f) Defendants' policy and practice of failing to pay Plaintiffs and former  
16 Employees all wages due at the time of discharge, termination or departure and for willfully  
17 failing to pay all wages due;

18 (g) Chevron's policy and practice of obtaining or being provided workers  
19 (Employees) from labor contractors to perform work within Chevron's usual course of business at  
20 its oil refineries in California, thereby sharing its labor contractors' civil legal responsibility and  
21 civil liability for Employees' wages; and

22 (h) Defendants' policy and practice of violating California Business and  
23 Professions Code §§ 17200, *et seq.*, by engaging in unlawful, unfair, or deceptive business acts or  
24 practices.

25 5. Plaintiffs bring their claims under the California Labor Code, Wage Order 16-2001  
26 of the California Industrial Welfare Commission ("Wage Order 16"), and the California Unfair  
27  
28

1 Competition Law (“UCL”) on behalf of themselves and all Employees who worked in California  
2 from September 20, 2015 through the date of the final disposition of this action.

3 6. Due to Defendants’ violations of the California Labor Code, Clayborne and other  
4 Employees are “aggrieved employees” pursuant to the Private Attorneys General Act, Labor  
5 Code §§ 2698 *et seq.* (“PAGA”). Clayborne thus also brings this action against PAGA  
6 Defendants on behalf of the State of California, himself, and all other aggrieved employees,  
7 except employees of Cherne Contracting Corporation, Nooter Construction Company, Contra  
8 Costa Electric, Inc., Harder Mechanical Contractors, Inc., Construction & Turnaround Services,  
9 L.L.C., Brand Scaffold Rental & Erection Inc., Arb, Inc., and Madison Industrial Services Team,  
10 for civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 204b, 210, 226(a), 226.3,  
11 226.6, 558, 558.1, 1174(c) and (d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order  
12 16.

13 **JURISDICTION AND VENUE**

14 7. This Court has original jurisdiction pursuant to the Class Action Fairness Act of  
15 2005 (“CAFA”), codified at 28 U.S.C. § 1332(d), because the amount in controversy against the  
16 Defendants in this matter exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

17 8. Plaintiffs and the members of the proposed class are citizens of states different  
18 from those of Defendant Newtron.

19 9. There are at least 100 members in the proposed class.

20 10. Defendants are subject to personal jurisdiction in California because each  
21 Defendant conducts substantial business activity in California and engages in the unlawful acts  
22 described herein in California.

23 11. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial  
24 part of the events or omissions giving rise to the claims occurred in this District.

25 12. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C.  
26 §§ 2201 and 2202.

**THE PARTIES**

**I. Plaintiffs**

**A. Shawn Clayborne**

13. Plaintiff Shawn Clayborne was employed at Chevron’s petroleum refinery in Richmond, California by Chevron and Newtron from approximately August 2018 to approximately December 2018.

**B. David Pool**

14. Plaintiff David Pool was employed at Chevron’s petroleum refinery in Richmond, California by Chevron and PMI from approximately October 10 to November 30, 2016, and by Chevron and SWAT in approximately April 2019.

**II. Defendants**

**A. Chevron U.S.A., Inc.**

15. Chevron is a Pennsylvania corporation registered with the California Secretary of State and doing business in California.

16. Chevron is headquartered in San Ramon, California.

17. Within the statutory period and during all times relevant to this Complaint, Chevron has employed Plaintiffs and Employees, whether directly or jointly, in California pursuant to the California Labor Code and Wage Order 16. Chevron has also obtained or been provided with Plaintiffs and Employees to perform labor within Chevron’s usual course of business from labor contractors.

**B. Newtron, LLC**

18. Newtron is a Delaware limited liability company registered with the California Secretary of State and doing business in California.

19. Newtron is headquartered in Baton Rouge, Louisiana.

20. Within the statutory period, Newtron has employed Clayborne and Employees in California pursuant to the California Labor Code and Wage Order 16 of the California Industrial Welfare Commission. In addition, as a labor contractor, Newtron has supplied Chevron, as a

1 client employer, either with or without a contract, with workers to perform labor within  
2 Chevron's usual course of business.

3 **C. Performance Mechanical, Inc.**

4 21. PMI is a California corporation registered with the California Secretary of State  
5 and doing business in California.

6 22. PMI is headquartered in Pittsburgh, California.

7 23. Within the statutory period, PMI has employed Pool and Employees in California  
8 pursuant to the California Labor Code and Wage Order 16 of the California Industrial Welfare  
9 Commission. In addition, as a labor contractor, PMI has supplied Chevron, as a client employer,  
10 either with or without a contract, with workers to perform labor within Chevron's usual course of  
11 business.

12 **D. Specialty Welding and Turnarounds, LLC**

13 24. SWAT is a Louisiana limited liability company registered with the California  
14 Secretary of State and doing business in California.

15 25. SWAT is headquartered in Gonzales, Louisiana.

16 26. Within the statutory period, SWAT has employed Pool and Employees in  
17 California pursuant to the California Labor Code and Wage Order 16 of the California Industrial  
18 Welfare Commission. In addition, as a labor contractor, SWAT has also supplied Chevron, as a  
19 client employer, either with or without a contract, with workers to perform labor within  
20 Chevron's usual course of business.

21 **G. DOES 1 through 100**

22 27. DOES 1 through 100, inclusive, are sued herein under fictitious names. Their true  
23 names and capacities are unknown to Plaintiffs at this time. When their true names and capacities  
24 are ascertained, Plaintiffs will amend this Complaint by inserting their true names and capacities  
25 herein. Plaintiffs are informed and believe, and thereon allege that each of the fictitiously-named  
26 Defendants is responsible in some manner for the occurrences alleged herein, and that Plaintiffs'  
27 damages as alleged herein were actually and/or proximately caused by such Defendants.  
28

1           28.     Plaintiffs are informed and believe and thereon allege that at all relevant times  
2 each Defendant was the principal, agent, employer, owner, manager, managing agent, joint  
3 employer, employee, partner, servant, joint venturer, officer, director, controlling shareholder,  
4 subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of  
5 some or all of the other Defendants, and was engaged with some or all of the other Defendants in  
6 a joint enterprise for profit, and bore such other relationships to some or all of the other  
7 Defendants so as to be liable for the conduct of them. Plaintiffs are also informed and believe and  
8 thereon allege that pursuant to Labor Code § 558.1, each Defendant was an employer or other  
9 person acting on behalf of an employer, who violated, or caused to be violated, any provision  
10 regulating minimum wages or hours and days of work in any order of the Industrial Welfare  
11 Commission, or violated, or caused to be violated, Labor Code §§ 203, 226, or 1194, and thus,  
12 may be held liable as the employer for such violation. Plaintiffs are further informed and believe  
13 and thereon allege that each Defendant acted pursuant to and within the scope of the relationships  
14 alleged above, that each Defendant knew or should have known about, authorized, ratified,  
15 adopted, approved, controlled, and/or aided and abetted the conduct of all other Defendants, and  
16 that each Defendant acted pursuant to an agreement to do the things alleged herein.

17           **H. Defendants Directly and/or Jointly Employed Plaintiffs and Employees.**

18           29.     At all relevant times, Plaintiffs and Employees were subject to the control,  
19 direction and supervision of Defendants in connection with Plaintiffs' and Employees' hours  
20 worked, and such hours worked were within the usual course of Defendants' business.

21           30.     Defendant Chevron employed Plaintiffs and Employees directly and/or jointly  
22 together with Newtron, PMI, SWAT, and other labor contractors.

23           31.     Defendant Newtron employed Clayborne and certain Employees directly and/or  
24 jointly together with Chevron.

25           32.     Defendant PMI employed Pool and certain Employees directly and/or jointly  
26 together with Chevron.

1           33. Defendant SWAT employed Pool and certain Employees directly and/or jointly  
2 together with Chevron.

3           34. At all relevant times, Defendants directly and/or jointly employed Plaintiffs and  
4 Employees in California by, *inter alia*, suffering or permitting them to work, and exercising direct  
5 or joint control over their wages, hours and working conditions.

6           35. Upon information and belief, Chevron and Labor Contractor Defendants, and  
7 Chevron and other labor contractors, operated in concert and each retained and shared significant  
8 control over the terms and conditions of Plaintiffs' and Employees' employment, including,  
9 without limitation, those terms and conditions related to the claims alleged herein.

10           36. Chevron and Labor Contractor Defendants, and Chevron and other labor  
11 contractors, exercised control over the terms and conditions of Plaintiffs' and Employees'  
12 employment, directly or indirectly and jointly or severally through, *inter alia*: hiring and firing;  
13 supervising Plaintiffs' and Employees' work at Chevron's worksites; training, evaluating,  
14 disciplining and promoting Plaintiffs and Employees; scheduling and assigning work at  
15 Chevron's worksites; providing the facilities at which Plaintiffs and Employees performed their  
16 required work; providing tools, equipment and materials necessary for Plaintiffs and Employees  
17 to perform their work; providing parking lots, transportation, and drivers for employer-mandated  
18 travel to and from Plaintiffs' and Employees' worksites; mandating the time of day that Plaintiffs  
19 and Employees were required to report to designated parking lots for employer-mandated travel  
20 to their worksites at the start of their workday, and the time of day that Plaintiffs and Employees  
21 were allowed to depart from designated parking lots after employer-mandated travel from their  
22 worksites back to the parking lots at the end of their workday; requiring that Plaintiffs and  
23 Employees don special work clothing and protective gear at the start of their workday; tracking  
24 Plaintiffs' and Employees' hours; controlling the equipment, policies, and procedures for  
25 "clocking" or "badging" in and out at the start and end of workdays; and instituting or enforcing  
26 the policies challenged herein with respect to employer-mandated travel, donning special work  
27  
28



1 clothing and protective gear, compensation for hours worked, docking for early departures and/or  
2 late arrivals, and inaccurate wage statements.

3 **I. Chevron Is a “Client Employer.”**

4 37. At all relevant times, Chevron was a “client employer” for purposes of Cal. Labor  
5 Code § 2810.3 in that it obtained or was provided workers, including Clayborne and Employees,  
6 to perform labor within Chevron’s “usual course of business” from various labor contractors,  
7 including Labor Contractor Defendants, and other individuals and entities. Cal. Lab.  
8 Code §§ 2810.3(a)(1), (3), (6).

9 38. At all relevant times, Labor Contractor Defendants, and other contractors who  
10 provided Chevron with workers to perform labor at Chevron’s oil refineries in California, were  
11 and are “labor contractors” for purposes of Labor Code § 2810.3. Labor Contractor Defendants  
12 and other such contractors supplied Chevron with workers, including Clayborne and Employees,  
13 to perform labor “within [Chevron’s] usual course of business,” which labor was performed  
14 “within or upon the premises or worksite of [Chevron].” Labor Code §§ 2810.3(a)(3), (6).

15 39. Clayborne has provided Chevron with more than 30-days’ notice of Clayborne’s  
16 intent to pursue claims against Chevron pursuant to Labor Code § 2810.3.

17 **FACTUAL BACKGROUND**

18 **I. Defendants’ Policy and Practice of Not Compensating Plaintiffs or Employees for All**  
19 **Hours Worked at the Start and End of Their Workdays**

20 **A. Unpaid Time at Start of Workday**

21 **1. Plaintiffs and Employees are required to report at specific times of day**  
22 **to designated parking lots to be transported to worksites at Chevron’s**  
23 **refineries.**

24 40. At Chevron’s refineries in Richmond, Chevron and its labor contractors<sup>1</sup> require  
25 Plaintiffs and Employees to report at specific times of day to designated parking lots, including  
26 parking lots known as “Gate 91” and the “Kellum lot.” Likewise, at Chevron’s refinery in El

27 <sup>1</sup> Unless otherwise indicated, all references to “Chevron and its labor contractors” herein include  
28 Chevron and Labor Contractor Defendants and Chevron and other labor contractors. As used  
herein, the term “other labor contractors” excludes Cherne Contracting Corporation, Nooter  
Construction Company, Contra Costa Electric, Inc., Harder Mechanical Contractors, Inc.,  
Construction & Turnaround Services, L.L.C., Brand Scaffold Rental & Erection Inc., Arb, Inc.,  
and Madison Industrial Services Team.

1 Segundo, Chevron and its labor contractors require Employees to report at specific times of day  
2 to designated parking lots, including a parking lot known as “Gate No. 10A.” For example,  
3 Chevron and its labor contractors require Plaintiffs and Employees to report to designated parking  
4 lots by specified times before the start of their specified shift time. Chevron and its labor  
5 contractors then transport Plaintiffs and Employees, or cause Plaintiffs and Employees to be  
6 transported, from the designated parking lots to their worksites at Chevron’s refineries. The  
7 vehicles used to transport Plaintiffs and Employees are provided and paid for by Chevron and its  
8 labor contractors. Chevron and its labor contractors prohibit Plaintiffs and Employees from using  
9 their own transportation to arrive directly at their worksites at Chevron’s refineries. Plaintiffs and  
10 Employees are subject to the control of Chevron and its labor contractors beginning at the time  
11 that they are required to report to designated parking lots.

12 **2. Plaintiffs and Employees are not compensated beginning at the time**  
13 **they are required to report to designated parking lots.**

14 41. At Chevron’s refineries in Richmond and El Segundo, Chevron and its labor  
15 contractors do not compensate Plaintiffs and Employees beginning at the specified times that they  
16 are required to report to designated parking lots for employer-mandated travel to their worksites  
17 at Chevron’s refineries and for donning of special work clothing and protective gear. Instead,  
18 Chevron and its labor contractors compensate them beginning at a specified shift time after  
19 Chevron and its labor contractors transport Plaintiffs and Employees to their worksites at  
20 Chevron’s refineries and after they have donned special work clothing and protective gear.

21 **3. Plaintiffs and Employees are not compensated for their time spent**  
22 **donning special work clothing and protective gear.**

23 42. Chevron and its labor contractors also require Plaintiffs and Employees to spend  
24 time donning special work clothing and protective gear but do not compensate Plaintiffs and  
25 Employees for that donning time. Such special work clothing and protective gear is provided to  
26 Plaintiffs and Employees by Chevron and its labor contractors. Chevron provides a changing  
27 location at its facilities where Plaintiffs and Employees are required to change into such special  
28 work clothing and protective gear. Despite requiring Plaintiffs and Employees to don such

1 special work clothing and protective gear as a condition of employment, Chevron and its labor  
2 contractors do not compensate Plaintiffs and Employees for the time they spend donning such  
3 special clothing and gear. Rather, Chevron and its labor contractors compensate them beginning  
4 at a specified shift time after Plaintiffs and Employees have already donned all required work  
5 clothing and protective gear.

6 **B. Unpaid Time at End of Workday**

7 **1. Plaintiffs and Employees are delivered back to designated  
8 parking lots after they have stopped being paid.**

9 43. At the end of the workday at Chevron's refineries in Richmond and El Segundo,  
10 Chevron and its labor contractors require Plaintiffs and Employees to be transported from their  
11 worksites at Chevron's refineries back to designated parking lots. Chevron and its labor  
12 contractors again transport Plaintiffs and Employees in vehicles provided and paid for by  
13 Chevron and its labor contractors. Chevron and its labor contractors pay Plaintiffs and  
14 Employees until a time by which Plaintiffs and Employees are scheduled to be delivered back to  
15 the designated parking lots, such as 4:30 p.m. However, there are occasions when Chevron and  
16 its labor contractors deliver Plaintiffs and Employees back to the designated parking lots after the  
17 intended time, or when Chevron and its labor contractors do not otherwise permit Plaintiffs and  
18 Employees to depart from the designated parking lots until after the scheduled time, such as until  
19 4:40 p.m. On such occasions, Plaintiffs and Employees are subject to Defendants' control until  
20 Chevron and its labor contractors deliver them back to the designated parking lots and Plaintiffs  
21 and Employees are able to depart. On such occasions, Chevron and its labor contractors do not  
22 pay Plaintiffs and Employees through the time that Chevron delivers them back to the designated  
23 parking lots and Plaintiffs and Employees are able to depart. Instead, Chevron and its labor  
24 contractors stop paying Plaintiffs and Employees at the time by which Plaintiffs and Employees  
25 were scheduled to be delivered back to the designated parking lots, such as at 4:30 p.m.

26 **II. Defendants' Policy and Practice of Docking Wages from Plaintiffs and Employees  
27 for Increments of Time in Excess of the Periods of Time at Issue**

28 44. Chevron and its labor contractors also dock Plaintiffs' and Employees' pay during  
periods of time during which Plaintiffs and Employees are subject to their control. For example,

1 at the end of their workdays at Chevron's refineries in Richmond and El Segundo, Chevron and  
2 its labor contractors pay Plaintiffs and Employees up through a time by which Plaintiffs and  
3 Employees are scheduled to be delivered back to designated parking lots, such as through 4:30  
4 p.m. However, Chevron and its labor contractors sometimes deliver Plaintiffs and Employees  
5 back to a parking lot early, prior to the scheduled time, such as at 4:20 p.m. When Plaintiffs and  
6 Employees are delivered back to a parking lot early, Chevron and its labor contractors require  
7 Plaintiffs and Employees to remain at the parking lot until the time that Plaintiffs and Employees  
8 should have been delivered back to the parking lot. For example, if Chevron and its labor  
9 contractors intended to deliver Plaintiffs and Employees to a parking lot by 4:30 p.m., but  
10 Chevron instead delivers them back to the parking lot at 4:20 p.m., Chevron and its labor  
11 contractors require Plaintiffs and Employees to remain at the parking lot until 4:30 p.m. before  
12 departing. If instead of waiting at the parking lot until 4:30 p.m. to depart, Plaintiffs and  
13 Employees depart prior to that time, such as at 4:28 p.m., Chevron and its labor contractors dock  
14 their wages for longer increments of time, such as for 15 minutes.

### 15 **III. Defendants' Policy and Practice of Failing to Provide Accurate Wage Statements**

16 45. Because Defendants do not pay Plaintiffs and Employees for all hours worked,  
17 Defendants provide, or cause Plaintiffs and Employees to be provided with, wage statements that  
18 do not show their gross wages earned, their total hours worked, their net wages earned, or all  
19 applicable hourly rates in effect during the pay period and the corresponding number of hours  
20 worked at each hourly rate by Plaintiffs and Employees.

21 46. Defendants also fail to keep payroll records, or fail to cause payroll records to be  
22 kept, showing Plaintiffs' and Employees' total daily hours worked and total hours worked during  
23 each payroll period and applicable rates of pay.

### 24 **IV. Defendants' Policy and Practice of Not Paying Plaintiffs and Employees All Wages 25 Earned Each Payday**

26 47. During the course of Plaintiffs' and Employees' employment, Defendants fail to  
27 pay Plaintiffs and Employees all wages for all hours worked. Thus, Defendants fail to pay  
28

1 Plaintiffs and Employees, or fail to cause Plaintiffs and Employees to be paid, all wages earned  
2 each payday.

3 **V. Defendants' Policy and Practice of Failing to Pay, and Willfully Failing to Pay, All**  
4 **Wages Due to Plaintiffs and Employees at the End of Their Employment**

5 48. At the end of Plaintiffs' and Employees' employment, Defendants fail to pay  
6 Plaintiffs and Employees all wages for all hours worked. Defendants' failure to pay all wages to  
7 Plaintiffs and Employees, or failure to cause such wages to be paid, at the end of their  
8 employment is willful and not inadvertent.

9 **CLASS ACTION ALLEGATIONS**

10 49. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Clayborne and Pool  
11 bring claims for relief for violations of the California Labor Code, Wage Order 16 and the UCL  
12 on behalf of all Employees as a class action with the Class defined as:

13 Hourly workers employed directly and/or jointly by Chevron and Newtron,  
14 Chevron and PMI, Chevron and SWAT, or by Chevron and other labor  
15 contractors, who were not paid for all Pre-Shift Work Time or Post-Shift  
16 Work Time at Chevron's facilities in California during the liability period,  
17 except that no hourly workers employed directly and/or jointly by Chevron  
18 and any of the following: Cheme Contracting Corporation, Nooter  
19 Construction Company, Contra Costa Electric, Inc., Harder Mechanical  
20 Contractors, Inc., Construction & Turnaround Services, L.L.C., Brand  
21 Scaffold Rental & Erection Inc., Arb, Inc., or Madison Industrial Services  
22 Team, shall be included with respect to their hours worked for those  
23 contractors. Pre-Shift Work Time is the time from when Plaintiffs and  
24 Employees were required to report to parking locations at the beginning of  
the workday until the time Plaintiffs and Employees began to be  
compensated for the day (including any time spent waiting or traveling  
between parking locations and worksites, and any time spent donning  
special work clothing or protective gear). Post-Shift Work Time is the time  
from when Plaintiffs and Employees ceased being compensated for the day  
until the time when Plaintiffs and Employees were able to depart from  
parking locations at the end of the workday, and includes time docked for  
early departures from work in excess of the amount of time of their early  
departures.

25 **Rule 23(a)**

26 50. Numerosity. The Class is so numerous that joinder of all members is  
27 impracticable. Plaintiffs are informed and believe, and on that basis allege, that during the class  
28

1 period, Chevron and its labor contractors have employed at least hundreds of persons who fall  
2 within the Class definition.

3 51. Commonality. Common questions of law and fact exist as to members of the  
4 Class. Because Chevron and its labor contractors subjected Class members to uniform policies  
5 and practices governing employer-mandated travel, donning special work clothing and protective  
6 gear, compensation, and wage statements, the answers to these questions will produce common  
7 answers for all Class members. Examples of such common questions of law and fact include the  
8 following:

- 9 • Whether Defendants required Class members to report to designated parking lots  
10 at the start of their workdays for employer-mandated travel to their worksites;
- 11 • Whether Defendants compensated Class members for all hours worked at the start  
12 of their workdays, including from the time they are required to report to designated  
13 parking lots for employer-mandated travel;
- 14 • Whether Defendants required Class members to don special work clothing or  
15 protective gear prior to performing work on Chevron's premises;
- 16 • Whether Defendants compensated Class members for all hours worked at the start  
17 of their workdays, including for time spent donning special work clothing or  
18 protective gear;
- 19 • Whether Defendants delivered Class members back to designated parking lots  
20 after Class members had ceased being compensated for the workday;
- 21 • Whether Defendants compensated Class members for all hours worked at the end  
22 of their workdays, including up to the time Class members were able to depart  
23 after employer-mandated travel back to designated parking lots;
- 24 • Whether California law requires Defendants to pay Class members from the time  
25 Class members are required to report to designated parking lots for employer-  
26 mandated travel at the start of their workdays until the time Class members are  
27 able to depart the designated parking lots at the end of their workdays, and other  
28 hours worked at the start and end of their workdays;
- Whether Defendants docked Class members' wages for intervals of time during  
which Class members were subject to Defendants' control;
- Whether California law permits Defendants to dock the wages of Class members  
for intervals of time during which Class members were subject to Defendants'  
control;
- Whether Defendants failed to pay Class members the minimum wage for all hours  
worked, including from the time Class members are required to report to  
designated parking lots for employer-mandated travel at the start of their workdays  
until the time Class members are able to depart the designated parking lots at the

1 end of their workdays, and other hours worked at the start and end of their  
 2 workdays, and for instances when Defendants docked Class members' wages for  
 intervals of time during which Class members were subject to Defendants' control;

- 3 • Whether Defendants failed to pay Class members their regular rate of pay for all  
 4 hours worked, including (a) from the time Class members are required to report to  
 5 designated parking lots for employer-mandated travel at the start of their workdays  
 6 until the time Class members are able to depart the designated parking lots at the  
 7 end of their workdays and (b) the time Class members spend donning special  
 clothing or protective gear, and other hours worked at the start and end of their  
 8 workdays, and for instances when Defendants docked Class members' wages for  
 intervals of time during which Class members were subject to Defendants' control;
- 9 • Whether Defendants failed to provide Class members with accurate itemized wage  
 10 statements;
- 11 • Whether Defendants failed to pay Class members all wages due them each payday;
- 12 • Whether Defendants failed to pay all wages due at the end of employment;
- 13 • Whether Defendants willfully failed to pay all wages due at the end of  
 14 employment;
- 15 • Whether Chevron shares with Labor Contractor Defendants, and other labor  
 16 contractors all civil legal responsibility and civil liability for the payment of wages  
 17 due to Employees supplied by Labor Contractor Defendants and other labor  
 18 contractors under California Labor Code § 2810.3;
- 19 • Whether Defendants' policies and practices violated Labor Code §§ 201, 202, 203,  
 20 204, 204b, 210, 218, 218.5, 226, 226.3, 226.6, 558, 558.1, 1174, 1174.5, 1182.12,  
 1194, 1194.2, 1197, 1197.1, and 1199, Business and Professions Code §§ 17200,  
*et seq.*, and California Industrial Welfare Commission Wage Order No. 16;
- 21 • Whether Class members are entitled to monetary damages, including any portion  
 22 of civil penalties pursuant to PAGA;
- 23 • Whether Class members are entitled to declaratory and injunctive relief;
- 24 • Whether Class members are entitled to equitable relief, including restitution, under  
 25 Business and Professions Code §§ 17200, *et seq.*

26 52. Typicality. Plaintiffs' claims are typical of Class members' claims. Plaintiffs, like  
 27 other Class members, were subjected to Defendants' common policies and practices that violated  
 28 California law, and sustained injury and economic loss as a result. Defendants' conduct towards  
 Plaintiffs in violating California law is typical of Defendants' conduct towards other Class  
 members in violating California law. In particular, Defendants subjected Plaintiffs and Class  
 members to the same policies and practices with regard to mandatory parking, transportation to  
 their worksites, clocking in and out, donning special clothing and protective gear, and docking

1 wages at all of its oil refinery sites in California. Plaintiffs' injuries with respect to the violations  
2 alleged are therefore typical of those suffered by other Class members.

3 53. Adequacy. Plaintiffs will fairly and adequately represent and protect the interests  
4 of the Class members. Plaintiffs have no interests that are antagonistic to those of the Class and  
5 are not subject to any unique defenses. Plaintiffs understand their obligations as class  
6 representatives, have already undertaken steps to fulfill them, and are prepared to continue to  
7 fulfill their duties as class representatives. Plaintiffs' counsel are experienced in employment  
8 class actions and will fairly and adequately represent and protect the interests of the Class  
9 members.

10 **Rule 23(b)(2)**

11 54. This action is also properly maintainable as a class action under Rule 23(b)(2) of  
12 the Federal Rules of Civil Procedure. Defendants are alleged to have violated California law in a  
13 common manner as to all members of the Class. As such, Defendants have acted or refused to act  
14 on grounds that apply generally to the Class, making appropriate declaratory, equitable, and  
15 injunctive relief with respect to Plaintiffs and the Class members as a whole.

16 55. The monetary relief that Plaintiffs seek either flows from and/or is incidental to the  
17 declaratory relief sought, as it flows directly from the ordering of such declaratory relief and can  
18 be calculated in a simple, objective, and mechanical manner.

19 **Rule 23(b)(3)**

20 56. This action is also properly maintainable as a class action under Rule 23(b)(3) of  
21 the Federal Rules of Civil Procedure. The questions of law and fact common to the members of  
22 the Class predominate over questions affecting only individual members and a class action is  
23 superior to other available methods for the fair and efficient resolution of this controversy.

24 57. Damages are capable of measurement on a class-wide basis. The propriety and  
25 amount of damages are based on Defendants' common conduct, making these issues common to  
26 the Class. Plaintiffs and the Class members will rely on common evidence to resolve their legal  
27 and factual questions, including Defendants' policies and records during the relevant period.





1           64.     Wage Order 16, Section 5(A) of the California Industrial Welfare Commission  
2 requires that “[a]ll employer-mandated travel that occurs after the first location where the  
3 employee’s presence is required by the employer shall be compensated at the employee’s regular  
4 rate of pay.” Wage Order 16, Section 2(J) defines “[h]ours worked” as “the time during which an  
5 employee is subject to the control of an employer, and includes all the time the employee is  
6 suffered or permitted to work, whether or not required to do so.”

7           65.     At the start of the workday, Chevron and the relevant labor contractors require  
8 Plaintiffs and the Class to be present at parking lots designated for employer-mandated travel to  
9 worksites at Chevron’s refineries. Plaintiffs and the Class are subject to these Defendants’  
10 control once Chevron and the relevant labor contractors require their presence at parking lots  
11 designated for employer-mandated travel to worksites at Chevron’s refineries.

12           66.     Plaintiffs’ and the Class’s hours worked begin when Chevron and the relevant  
13 labor contractors require their presence at parking lots designated for employer-mandated travel  
14 to worksites at Chevron’s refineries. However, Chevron and the relevant labor contractors do not  
15 begin compensating Plaintiffs and the Class from the time they require Plaintiffs and the Class to  
16 be present at designated parking lots. Instead, Chevron and the relevant labor contractors begin  
17 compensating Plaintiffs and the Class at a later time after Plaintiffs and the Class have been  
18 delivered to their worksites at Chevron’s refineries.

19           67.     Chevron and the relevant labor contractors also require Plaintiffs and Employees  
20 to spend time donning special work clothing and protective gear at the start of each workday.  
21 Despite requiring Plaintiffs and Employees to don such special work clothing and protective gear  
22 as a condition of employment, Chevron and the relevant labor contractors do not compensate  
23 Plaintiffs and Employees for the time they spend donning such special clothing and gear. Instead,  
24 Chevron and the relevant labor contractors begin compensating Plaintiffs and the Class at a  
25 specified shift time after Plaintiffs and the Class have already donned special clothing and  
26 protective gear at Chevron’s refinery sites.

1           68.     At the end of the workday, Chevron and the relevant labor contractors deliver  
2 Plaintiffs and the Class back to designated parking lots. Plaintiffs and the Class are subject to the  
3 control of Chevron and the relevant labor contractors until these Defendants deliver them back to  
4 the designated parking lots and Plaintiffs and the Class are able to depart.

5           69.     On occasions at the end of the workday, Chevron and the relevant labor  
6 contractors deliver Plaintiffs and the Class back to the designated parking lots, and Plaintiffs and  
7 the Class are only able to depart at points in time after Chevron and the relevant labor contractors  
8 have stopped compensating them.

9           70.     Thus, Chevron and the relevant labor contractors fail to compensate Plaintiffs and  
10 the Class for all hours worked, including from the time Chevron and the relevant labor  
11 contractors require Plaintiffs and the Class to report to designated parking lots for employer-  
12 mandated travel at the start of their workday until the time Plaintiffs and the Class are able to  
13 depart from designated parking lots after employer-mandated travel at the end of their workday.

14           71.     California Labor Code § 2810.3 states that “A client employer shall share with a  
15 labor contractor all civil legal responsibility and civil liability for all workers supplied by that  
16 labor contractor for...the payment of wages.” Section 2810.3 further states that a “client  
17 employer shall not shift to the labor contractor any legal duties or liabilities . . . with respect to  
18 workers supplied by the labor contractor.”

19           72.     Section 2810.3 defines a “labor contractor” as “an individual or entity that  
20 supplies, either with or without a contract, a client employer with workers to perform labor within  
21 the client employer’s usual course of business.”

22           73.     Section 2810.3 defines a “client employer” as “a business entity, regardless of its  
23 form, that obtains or is provided workers to perform labor within its usual course of business from  
24 a labor contractor.”

25           74.     Newtron, SWAT, and other contractors are “labor contractors” within the  
26 definition of Labor Code § 2810.3, as they supplied Chevron with workers to perform labor  
27 within Chevron’s usual course of business at its refineries in California.

28



1 Chevron and the relevant labor contractors dock the wages of Plaintiffs and the Class in  
2 increments of time in excess of the amount of time of their early departures. The docked  
3 increments of time in excess of the amount of time of their early departures are increments of  
4 time during which Plaintiffs and the Class are subject to Chevron's and the relevant labor  
5 contractors' control. Chevron, Newtron, and SWAT thus fail to compensate Plaintiffs and the  
6 Class for all hours worked.

7 82. Defendants Newtron, SWAT, and other contractors served as "labor contractors"  
8 under § 2810.3 by providing workers to perform labor within the usual course of Chevron's  
9 business.

10 83. As a "client employer" under § 2810.3, Chevron shares with Newtron, SWAT, and  
11 its other labor contractors all civil legal responsibility and civil liability for the payment of wages  
12 with respect to workers supplied by those labor contractors.

13 84. Because of Chevron's and the relevant labor contractors' policy and practice of not  
14 compensating Plaintiffs and the Class for all hours worked, including for increments of time  
15 docked during which Plaintiffs and the Class were subject to Chevron's and the relevant labor  
16 contractors' control, Chevron, Newtron, and SWAT violate Wage Order 16 and Labor Code §§  
17 1194 and 1199, and owe wages to Plaintiffs and the Class at their regular rate of pay for all hours  
18 worked, as required by Wage Order 16. Pursuant to California law, including Labor Code §§  
19 218, 218.5 and 1194, Plaintiffs seek these unpaid wages from Chevron, Newtron, and SWAT on  
20 behalf of themselves and the Class.

21 **THIRD CLAIM FOR RELIEF**  
22 **Unpaid Minimum Wage**  
23 **[Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, 2810.3 & Wage Order 16]**  
24 **(Against Defendants Chevron, Newtron, and SWAT)**

25 85. Plaintiffs, on behalf of themselves and all members of the Class, reallege and  
26 incorporate by reference all other paragraphs as if they were set forth again herein.

27 86. The foregoing conduct, as alleged, violates Labor Code §§ 1182.12, 1194, 1194.2,  
28 1197, 1197.1, 1199, and Wage Order 16, which protect Plaintiffs' and the Class's right to earn a  
minimum wage and provide for damages and penalties for violations of that right.

1 87. Newtron, SWAT, and other contractors served as “labor contractors” under §  
2 2810.3 by providing workers to perform labor within the usual course of Chevron’s business.

3 88. As a “client employer” under § 2810.3, Chevron shares with Newtron, SWAT, and  
4 its other labor contractors all civil legal responsibility and civil liability for the payment of wages  
5 with respect to workers supplied by those labor contractors.

6 89. Chevron’s and the relevant labor contractors’ policy and practice of not paying  
7 Plaintiffs and the Class the minimum wage for all hours worked violates these minimum wage  
8 protections of the Labor Code.

9 90. Plaintiffs, on behalf of themselves and the Class, seek the unpaid minimum wages  
10 owed them and liquidated damages pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197,  
11 1197.1, 1199, 2810.3 and Wage Order 16.

12 **FOURTH CLAIM FOR RELIEF**  
13 **Failure to Provide Accurate Itemized Wage Statements and to Keep Proper Payroll**  
14 **Records**  
15 **[Labor Code §§ 226, 226.3, 226.6, 1174, and 1174.5]**  
16 **(Against Defendants Chevron and Newtron)**

17 91. Plaintiffs, on behalf of themselves and all members of the Class, reallege and  
18 incorporate by reference all other paragraphs as if they were set forth again herein.

19 92. The foregoing conduct, as alleged, violates Labor Code § 226(a), which requires  
20 employers to provide employees with accurate itemized wage statements. The wage statements  
21 Chevron and the relevant labor contractors provide to Plaintiffs and the Class omit their hours  
22 worked and compensation earned for those hours, including omissions of hours and compensation  
23 starting from the time Chevron and the relevant labor contractors require Plaintiffs and the Class  
24 to report to designated parking lots for employer-mandated travel at the start of their workday to  
25 the time they are able to depart from designated parking lots after employer-mandated travel at  
26 the end of their workday, and all other pre- and post-shift hours worked, and for excessive time  
27 docked. Thus, the wage statements Chevron and the relevant labor contractors provide to  
28 Plaintiffs and the Class do not accurately itemize their gross wages earned, their total hours  
worked, their net wages earned, or all applicable hourly rates in effect during the pay period and  
the corresponding number of hours worked at each hourly rate. Chevron’s and the relevant labor

1 contractors' violations of Labor Code § 226(a) also make them liable for the civil penalties under  
2 Labor Code § 226.3.

3 93. Plaintiffs and the Class suffered injury due to Chevron's and the relevant labor  
4 contractors' failure to provide them with accurate itemized wage statements because Plaintiffs  
5 and the Class could not promptly and easily determine from their wage statements alone their  
6 total hours worked and all applicable hourly rates in effect during the pay period and the  
7 corresponding number of hours worked at each hourly rate.

8 94. Chevron's and the relevant labor contractors' failure to provide Plaintiffs and the  
9 Class with accurate itemized wage statements was knowing and intentional and was not the result  
10 of an isolated and unintentional payroll error due to a clerical or inadvertent mistake, thus  
11 violating Labor Code §§ 226 and 226.6.

12 95. Chevron and the relevant labor contractors do not keep payroll records showing  
13 the hours worked daily by Plaintiffs and Class members, thus violating Labor Code § 1174(d).  
14 Chevron's and the relevant labor contractors' failure to maintain these records is willful, thus  
15 violating Labor Code § 1174.5.

16 96. Pursuant to Labor Code § 226(e), Plaintiffs, on behalf of themselves and the Class,  
17 seek to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
18 which a violation occurred and one hundred dollars (\$100) per employee for each violation in a  
19 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), as  
20 well as costs and attorneys' fees.

21 **FIFTH CLAIM FOR RELIEF**  
22 **Failure to Pay All Wages Each Payday**  
23 **[Labor Code §§ 204, 204b, and 2810.3]**  
24 **(Against Defendants Chevron and Newtron)**

25 97. Plaintiffs, on behalf of themselves and all members of the Class, reallege and  
26 incorporate by reference all other paragraphs as if they were set forth again herein.

27 98. Newtron and other contractors served as "labor contractors" under § 2810.3 by  
28 providing workers to perform labor within the usual course of Chevron's business.







1 113. Defendants’ unfair and unlawful business practices entitle Plaintiffs to seek  
2 preliminary and permanent injunctive relief, including but not limited to orders that Defendants  
3 cease the unlawful practices alleged herein, and account for, disgorge, and restore to Plaintiffs  
4 and the Class the wages and other compensation unlawfully withheld from them. Plaintiffs and  
5 the Class are entitled to restitution of all monies to be disgorged from Defendants in an amount  
6 according to proof at the time of trial. Plaintiffs seek all such restitution on behalf of themselves  
7 and the Class.

8 **EIGHTH CLAIM FOR RELIEF**  
9 **Private Attorneys General Act Violations**  
10 **[Labor Code §§ 2698, *et seq.*]**  
11 **(Against Chevron and Newtron)**

12 114. Clayborne, on behalf of himself and all aggrieved employees of PAGA  
13 Defendants, realleges and incorporates by reference all other paragraphs as if they were set forth  
14 again herein.

15 115. Pursuant to Labor Code § 2699(c), an “aggrieved employee’ means any person  
16 who was employed by the alleged violator and against whom one or more of the alleged  
17 violations was committed.” PAGA provides that any provision of law under the Labor Code that  
18 sets forth a civil penalty to be assessed and collected by the Labor and Workforce Development  
19 Agency (“LWDA”), may, as an alternative, be recovered through a civil action brought by an  
20 aggrieved employee on behalf of himself or herself and other current or former employees  
21 pursuant to the procedures outlined in Labor Code § 2699.3.

22 116. As a result of the California Labor Code violations that PAGA Defendants  
23 committed against Clayborne and other current and former employees of PAGA Defendants  
24 (including California Labor Code violations that Chevron committed against current and former  
25 employees provided by labor contractors other than Newtron, but excluding hourly workers  
26 employed directly and/or jointly by Chevron and any of the following: Cherne, Nooter, CCE,  
27 Harder Mechanical Contractors, Inc. (“Harder”), Construction & Turnaround Services, L.L.C.  
28 (“CTS”), Brand Scaffold Rental & Erection Inc. (“Brand”), Arb, Inc. (“Arb”), or Madison  
Industrial Services Team (“Madison”) with respect to their hours worked for those contractors),

1 Clayborne and his fellow employees of PAGA Defendants, and of Chevron and other labor  
2 contractors except for Cherne, Nooter, CCE, Harder, CTS, Brand, Arb, and Madison, are all  
3 “aggrieved employees” of PAGA Defendants within the definition of Labor Code § 2699(c). As  
4 an aggrieved employee, Clayborne seeks, on behalf of himself and his fellow aggrieved  
5 employees of PAGA Defendants and on behalf of the State of California, to recover civil  
6 penalties from PAGA Defendants under Labor Code §§ 2699, 210, 226.3, 558, 1174.5, and  
7 1197.1, and Wage Order 16, § 18 for Defendants’ Labor Code violations set forth above,  
8 including PAGA Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 204b, 226(a),  
9 226.6, 558.1, 1174(c) and (d), 1182.12, 1194, 1194.2, 1197, 1197.1, 1199, and Wage Order 16.

10 117. Pursuant to Labor Code § 2699.3, an aggrieved employee may commence a civil  
11 action arising under Labor Code § 2699 after the following requirements have been met:

- 12 a. The aggrieved employee or representative shall give written notice by filing online  
13 with the LWDA and by certified mail to the employer of the specific provisions of the  
14 Labor Code alleged to have been violated, including the facts and theories to support  
15 the alleged violation. A \$75 filing fee should accompany the notice.
- 16 b. For violations of any provision listed in Labor Code § 2699.5, the LWDA shall notify  
17 the employer and the aggrieved employee or representative by certified mail that it  
18 does not intend to investigate the alleged violation within 60 calendar days of the  
19 postmark date of the notice received. Upon receipt of that notice or if no notice is  
20 provided within 65 calendar days of the postmark date of the notice, the aggrieved  
21 employee may commence a civil action pursuant to Section 2699. For violations of  
22 any provision other than those listed in Labor Code § 2699.5 or Division 5, the  
23 aggrieved employee may commence a civil action pursuant to Section 2699 if the  
24 employer has not cured the violations within 33 calendar days of the postmark date of  
25 the notice.

26 118. On or about July 17, 2019, Clayborne gave timely written notice by certified mail  
27 to PAGA Defendants of PAGA Defendants’ violations of Labor Code §§ 201, 202, 203, 204,  
28 204b, 218.5, 226(a), 226.3, 226.6, 558, 558.1, 1174(c) and (d), 1174.5, 1194, 1194.2, 1197,

1 1197.1, and 1199, and Wage Order 16 alleged in this Complaint, including the facts and theories  
2 to support the alleged violations, and Clayborne filed the notice online with the LWDA.  
3 Clayborne also paid the accompanying filing fee of \$75.00. Clayborne has complied with all  
4 notice and exhaustion procedures as required by PAGA.<sup>3</sup>

5 119. The LWDA did not provide notice of its intention to investigate PAGA  
6 Defendants' violations of provisions listed in Labor Code § 2699.5 by the expiration of the 65-  
7 day waiting time period. PAGA Defendants have not cured the violations of provisions other  
8 than those listed in Labor Code § 2699.5 or Division 5 by the expiration of the 33-day period.  
9 Consequently, Clayborne's right to file the instant lawsuit then duly accrued.

10 120. Therefore, Clayborne has complied with all of the requirements set forth in Labor  
11 Code § 2699.3 to commence a representative action under PAGA.

12 121. Clayborne, on behalf of himself, his fellow aggrieved employees, and on behalf of  
13 the State of California, seeks civil penalties under PAGA, 75% of which will be distributed to the  
14 State of California, and 25% of which will be distributed to Clayborne and his fellow aggrieved  
15 employees. Under this PAGA action, Clayborne is also entitled to an award of reasonable  
16 attorney's fees and costs.

17 122. Pursuant to Labor Code § 2699, Clayborne is entitled to recover civil penalties in  
18 the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the  
19 initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for  
20 each subsequent violation, for PAGA Defendants' violations of Labor Code §§ 201, 202, 203,  
21 204, 204b, 226(a), 226.6, 558.1, 1174(c) & (d), 1194, 1194.2, 1197, 1197.1, and 1199, and Wage  
22 Order 16, as well as the civil penalties specifically provided in Labor Code §§ 2699, 210, 226.3,  
23 558, 1174.5, and 1197.1, and Wage Order 16, § 18, plus reasonable attorney's fees and costs.

24  
25  
26 \_\_\_\_\_  
27 <sup>3</sup> On September 27, 2019, Clayborne filed an Amended PAGA Claim Notice with the LWDA and  
28 mailed the notice to Defendants, adding Labor Code section 210 to the Labor Code statutes  
violated by Defendants.

**PRAYER FOR RELIEF**

1  
2 WHEREFORE, Plaintiffs, on behalf of themselves and the Class, pray for relief as  
3 follows:

- 4 A. Certification of the Class;
- 5 B. Designation of Plaintiffs as Class representatives and Plaintiffs' counsel of record  
6 as Class Counsel;
- 7 C. Recognition of Clayborne as PAGA representative and Clayborne's counsel of  
8 record as PAGA Counsel for the aggrieved employees and on behalf of the State;
- 9 D. A declaratory judgment that the practices complained of herein are unlawful and  
10 violate Wage Order 16, the California Labor Code, and the UCL;
- 11 E. A declaratory judgment that Defendant Chevron is a "client employer" for  
12 purposes of California Labor Code § 2810.3 and thus shares all civil legal responsibility and civil  
13 liability for the wages of workers whose labor was supplied by Newtron, PMI, SWAT or other  
14 labor contractors;
- 15 F. A preliminary and permanent injunction against Defendants and their officers,  
16 agents, successors, employees, representatives, and any and all other persons acting in concert  
17 with them, from engaging in each of the unlawful policies, practices, customs and usages set forth  
18 herein;
- 19 G. An award of damages according to proof;
- 20 H. Statutory penalties;
- 21 I. Civil penalties pursuant to PAGA;
- 22 J. Restitution pursuant to Business & Professions Code §§ 17200 *et seq.* according to  
23 proof;
- 24 K. Pre-judgment and post-judgment interest, as provided by law;
- 25 L. Attorneys' fees, pursuant to Labor Code §§ 218.5, 226(e), 1194, and 2699, Code  
26 of Civil Procedure § 1021.5, and all other bases for fees under the law;
- 27  
28

1 M. Costs of suit, including expert fees and costs, pursuant to Labor Code §§ 218.5,  
2 226(e), 1194, and 2699, Code of Civil Procedure § 1021.5, and all other bases for costs under the  
3 law;

4 N. An appropriate service payment to Plaintiffs for their service as Class  
5 representatives and Clayborne for his service as the PAGA representative; and


6 O. Such other and further legal and equitable relief as the Court may deem just and  
7 proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demand a jury trial on all causes of action and claims alleged herein.  
10  
11

12 Dated: March 18, 2021

Respectfully submitted,

13  
14 By:  \_\_\_\_\_

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25 *Aggrieved Employees*  
26  
27  
28