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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

DENNIS EVANGELISTA, individually
and on behalf of all others similarly
situated,

Plaintiffs,

v.

SCOTTS TEMECULA OPERATIONS,
LLC; and DOES 1 through 20, inclusive,

Defendants.

Case No. **CVRI 2502656**

COMPLAINT FOR:

1. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Dennis Evangelista, individually and on behalf of others similarly situated,
2 alleges as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Dennis Evangelista ("Plaintiff") brings this representative action
5 pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*, against
6 defendants Scotts Temecula Operations, LLC; and DOES 1 through 20, inclusive (collectively,
7 "Defendants"), on Plaintiff's own behalf and on behalf of persons who are and were employed
8 by any or all Defendants as non-exempt employees throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission ("IWC") Wage Orders, all of which contribute to Defendants' deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to reimburse necessary business-related costs;
- 21 (e) failing to provide accurate itemized wage statements;
- 22 (f) failing to pay wages timely during employment; and
- 23 (g) failing to pay all wages due upon separation of employment.

24 5. Plaintiff seeks civil penalties against Defendants on behalf of Plaintiff and all
25 others similarly situated in California for violations of Labor Code §§ 201, 202, 203, 204, 210,
26 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1 1198,
27 2800, 2802, 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

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7. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

9. Venue is proper in this Court because, upon information and belief, Defendants reside, transact business, or have offices in this county, and the acts and omissions alleged herein took place in this county.

10. Plaintiff is a resident of California and worked for Defendants as a mechanic during the relevant time periods as alleged herein, starting in approximately May of 2024, with a pay rate of \$36.50 per hour and night differentials of \$1.50.

11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose employees were and are engaged throughout this county and the State of California.

12. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this Complaint and serve such fictitiously named defendants once their names and capacities become known.

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1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the aggrieved employees.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **GENERAL ALLEGATIONS**

22 18. At all relevant times mentioned herein, Defendants employed Plaintiff and other
23 California residents as non-exempt employees throughout California.

24 19. Defendants continue to employ non-exempt employees within California.

25 20. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
27 were knowledgeable about California's wage and hour laws, employment and personnel
28 practices, and the requirements of California law.

1 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Aggrieved employees were entitled to receive wages for all
3 time worked (including minimum wages and overtime wages) and that they were not receiving
4 all wages earned for work that was required to be performed. In violation of the Labor Code and
5 IWC Wage Orders, Defendants did not pay Plaintiff and Aggrieved employees all wages owed
6 (including minimum wages and overtime wages) for all hours worked at the correct rate and
7 within the correct time period. For example, Defendant failed to properly incorporate non-
8 discretionary incentive pay, such as bonuses and night differentials in overtime paid to Plaintiff
9 and Class Members. Additionally, Defendant failed to pay wages for time Plaintiff and Class
10 Members spent working while clocked out, such as during interrupted or on-call meal periods.

11 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Aggrieved employees were entitled to receive all required
13 meal periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
14 employees' regular rate of pay when they did not receive a timely, uninterrupted meal period. In
15 violation of the Labor Code and IWC Wage Orders, Defendants did not provide Plaintiff and
16 Aggrieved employees all meal periods or payment of one (1) additional hour of pay at Plaintiff's
17 and Aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
18 meal period. For example, Plaintiff and Class Members suffered interrupted meal periods when
19 they were required to remain available during meal periods and at times were called back to
20 work without receiving a full uninterrupted meal period, or were not provided an opportunity to
21 take a second meal period in shifts lasting over 10 hours.

22 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and Aggrieved employees were entitled to receive all rest
24 breaks or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved employees'
25 regular rate of pay when a rest break was late, missed, or interrupted. In violation of the Labor
26 Code and IWC Wage Orders, Defendants did not authorize or permit all rest breaks for Plaintiff
27 and Aggrieved employees or payment of one (1) additional hour of pay at Plaintiff's and
28 Aggrieved employees' regular rate of pay when a rest break was missed, late, or interrupted. For

1 example, Plaintiff and Class Members suffered interrupted rest breaks when they were required
2 to remain available during rest breaks and at times were called back to work without receiving all
3 required uninterrupted rest breaks.

4 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and Aggrieved employees were entitled to reimbursement
6 and/or indemnification for all necessary business expenditures or losses as a direct consequence
7 of the discharge of their duties, or of their obedience to the directions of Defendants. In violation
8 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved employees incurred necessary
9 business expenses or losses, but Defendants did not reimburse nor indemnify such expenses or
10 losses that were incurred as a direct consequence of the discharge of their duties, or of their
11 obedience to the directions of Defendants. For example, Plaintiff and Class Members were
12 required to use their personal cell phones to communicate with supervisors.

13 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and Aggrieved employees were entitled to receive itemized
15 wage statements that accurately showed the following information pursuant to the Labor Code:
16 (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate
17 units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
18 deductions, provided that all deductions made on written orders of the employee may be
19 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
20 which the employee is paid; (7) the name of the employee and only the last four digits of his or
21 her social security number or an employee identification number other than a social security
22 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
23 hourly rates in effect during the pay period and the corresponding number of hours worked at
24 each hourly rate by the employee. In violation of the Labor Code, Defendants did not provide
25 Plaintiff and Aggrieved employees with accurate itemized wage statements, due to the violations
26 described above.

27 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that the Aggrieved employees were entitled to timely payment of wages due

1 upon separation of employment. In violation of the Labor Code, Defendants did not pay Plaintiff
2 and the Aggrieved employees all wages within the permissible time periods due to the violations
3 described above.

4 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known they had a duty to compensate Plaintiff and Aggrieved employees, and
6 Defendants had the financial ability to pay such compensation but willfully, knowingly, and
7 intentionally failed to do so in order to increase Defendants' profits.

8 28. Therefore, Plaintiff brings this lawsuit seeking civil penalties, attorneys' fees, and
9 costs.

10 **FIRST CAUSE OF ACTION**

11 **ENFORCEMENT OF LABOR CODE §§ 2698 *ET SEQ.* ("PAGA")**

12 29. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
13 as though fully set forth herein.

14 30. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
15 for a civil penalty to be assessed and collected by the Labor and Workforce Development
16 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
17 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or
19 former employees pursuant to the procedures specified in Labor Code § 2699.3.

20 31. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
22 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
23 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
24 period in which Defendants violated these provisions of the Labor Code.

25 32. Defendants' conduct violates numerous Wage Order and Labor Code sections,
26 including, but not limited to, the following:

- 27 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 246, 510, 1182.12,
28 1194, 1197, and 1198 for failure to timely pay all earned wages at the

1 correct rate (including minimum wage, sick pay, and overtime wages)
2 owed to Plaintiff and other aggrieved employees during employment and
3 upon separation of employment as herein alleged;

4 b. violation of Labor Code §§ 226.7 and 512 for failure to provide meal
5 periods to Plaintiff and other aggrieved employees and failure to pay
6 premium wages for missed meal periods as herein alleged;

7 c. violation of Labor Code § 226.7 for failure to permit rest breaks to
8 Plaintiff and other aggrieved employees and failure to pay premium
9 wages for missed rest periods as herein alleged;

10 d. violation of Labor Code § 226 for failure to provide accurate itemized
11 wage statements to Plaintiff and other aggrieved employees as herein
12 alleged;

13 e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain
14 accurate and complete records showing, among other things, the hours
15 worked daily by and the wages paid to Plaintiff and other aggrieved
16 employees; and

17 f. violation of Labor Code §§ 2800 and 2802 for failure to reimburse
18 Plaintiff and other aggrieved employees for necessary business expenses
19 as herein alleged.

20 33. Plaintiff is an “aggrieved employee” because he was employed by the alleged
21 violator and had one or more of the violations committed against him, and therefore is properly
22 suited to represent the interests of all other aggrieved employees.

23 34. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3
24 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and
25 all other aggrieved employees under PAGA.

26 35. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
27 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
28 cited above.

1 36. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
2 herein.

3 **PRAYER FOR RELIEF**

4 On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays
5 for relief and judgment against Defendants, jointly and severally, as follows:

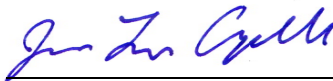
- 6 1. For civil penalties;
- 7 2. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
8 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§ 2698
9 *et seq.*; and
- 10 3. For such other relief as the Court deems just and proper.

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12 Dated: May 16, 2025

AEGIS LAW FIRM, PC

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14 By: 

15 Jessica L. Campbell
16 Attorneys for Plaintiff
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