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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

JESSE CASILLAS, as a private attorney general,

Plaintiff,

vs.

LOWE'S HOME CENTERS, LLC., a North
Carolina limited liability company; and DOES 1
through 50, inclusive,

Defendants.

Case No. BCV-25-102380

**REPRESENTATIVE ACTION COMPLAINT
UNDER THE LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

DEMAND OVER \$25,000.00

1 As a proxy for the State of California, Plaintiff, Jesse Casillas, submits this representative action
2 Complaint against Defendant, Lowe’s Home Centers, LLC, and Does 1 through 50 (collectively,
3 “Defendants”).

4 INTRODUCTION

5 1. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
6 et seq. (“PAGA”), this representative action Complaint seeks penalties and other relief for Defendants’
7 violations of the California Labor Code. Defendants’ systemic employment practices have deprived
8 aggrieved employees of the benefits and protections of Labor Code sections 201-204, 210, 218, 226,
9 226.3, 233, and 246, among other provisions.¹

10 2. This action challenges systemic employment practices resulting in violations of the
11 California Labor Code against individuals who worked for Defendants. Plaintiff is informed and
12 believes that Defendants have jointly and severally acted intentionally and with deliberate indifference
13 and conscious disregard to the rights of employees by failing to pay all sick pay wages, failing to timely
14 pay all wages during employment or upon termination of employment, and failing to provide complete
15 and accurate itemized wage statements.

16 3. Defendants fail to pay sick pay wages at the regular rate of pay. As discussed above,
17 Plaintiff and other non-exempt employees earn non-base hourly wages or other non-hourly, non-
18 discretionary remuneration, including for example “Winning Together” pay and other incentives or
19 bonuses. Defendants fail to consider such wages when paying sick pay wages. Rather than pay sick pay
20 wages at the regular rate of pay, Defendants underpay sick pay wages to Plaintiff and other non-exempt
21 employees at their base rates of pay.

22 4. Because Plaintiff and other non-exempt employees are underpaid sick pay wages,
23 Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during
24 employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish
25 wage statements that accurately show and itemize all applicable hourly rates in effect during the pay
26 period, gross wages earned, and net wages earned.

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¹ Except as otherwise noted, all “Section” references are to the Labor Code.

5. The Labor Code is broadly remedial in nature. Its laws serve an important public interest in establishing minimum working conditions and requirements in California. These labor standards protect employees from onerous terms and conditions of employment or exploitation by employers who have superior economic and bargaining power.

JURISDICTION AND VENUE

6. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 226, 233, and 246.

7. Venue is proper in the County of Kern. Plaintiff performed work for Defendants in Bakersfield, California.

PARTIES

8. In 2022, Plaintiff began working for Defendants and worked in California for Defendants for 30 or more days within a year. Until his employment ended in 2025, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example “Winning Together” pay and other incentives or bonuses. Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff’s base rate of pay rather than his regular rate of pay. Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements.

9. Plaintiff is informed and believes that Lowe's Home Centers, LLC was and is a North Carolina limited liability company. Plaintiff is informed and believes that at all times herein mentioned named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are and were licensed to do business and actually doing business in the State of California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204, 226, 233, and 246.

10. Plaintiff does not know the true names or capacities of the defendants sued herein as Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are

1 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
2 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
3 responsible in some way for the matters alleged herein and proximately caused the illegal employment
4 practices, wrongs, and injuries complained of herein.

5 11. At all times mentioned herein, each of said Defendants participated in the doing of the
6 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
7 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
8 scope of said agency and employment.

9 12. Plaintiff is informed and believes that at all times material hereto, each of said
10 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
11 each of the other Defendants and was acting within the course and scope of such agency, employment,
12 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
13 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
14 omissions of the acting Defendants.

15 13. Plaintiff is informed and believes that at all times material hereto each of the Defendants
16 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
17 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
18 pursuance of, a joint venture, partnership, or common enterprise.

19 **PAGA ALLEGATIONS**

20 14. Pursuant to PAGA, Plaintiff sues as a proxy for the State of California. Plaintiff seeks
21 penalties for Defendants' violations of Sections 201-204, 210, 218, 226, 226.3, 233, and 246 committed
22 against all aggrieved employees since April 21, 2024.

23 15. On or about April 21, 2025, Plaintiff sent written notice to the Labor & Workforce
24 Development Agency ("LWDA") of Defendants' violations of Sections 201-204, 226, 233, and 246.
25 Plaintiff simultaneously sent written notices to Defendants via certified mail. The LWDA has not
26 elected to investigate the allegations. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks
27 recovery of all applicable penalties for Defendants' violations against all aggrieved employees for the
28 period described above.

1 **FIRST CAUSE OF ACTION**

2 **Penalties for Labor Code Violations (Lab. Code §§ 2698 et seq.)**

3 **(By Plaintiff as a Proxy for the State Against All Defendants)**

4 16. The preceding paragraphs are re-alleged and incorporated by this reference.

5 17. **Underpaid Sick Pay Wages:** Section 233 provides that an employer must permit an
6 employee to use accrued sick leave in accordance with Section 246.5 at the employee's then current rate
7 of entitlement. Section 246 provides that an employee is entitled to sick pay wages for use of accrued
8 sick leave pursuant to Section 246.5. Specifically, once accrued sick leave is used as paid sick time, an
9 employee has a vested right to sick pay wages, which an employer must calculate and compensate based
10 on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same
11 manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether
12 or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt
13 employees shall be calculated by dividing the employee's total wages, not including overtime premium
14 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."
15 Under Sections 204, 218, and 233, employees may sue to recover underpaid sick pay wages as damages.

16 18. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and
17 aggrieved employees at the incorrect rate of pay. Plaintiff and aggrieved employees regularly use
18 accrued sick leave in workweeks in which they also earn non-base hourly wages or other non-hourly,
19 non-discretionary remuneration, including for example "Winning Together" pay and other incentives or
20 bonuses. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and aggrieved
21 employees at the base hourly rate of pay, as opposed to the regular rate of pay, which would consider all
22 non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to base hourly
23 wages, or the rate resulting from dividing the employee's total wages, not including overtime premium
24 pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.
25 Defendants thus underpay sick pay wages and violate Section 246.

26 19. **Failure to Timely Pay Wages:** All owing wages must be paid timely. Section 204
27 provides that wages generally are due and payable twice during each calendar month and are to be paid
28 no later than the payday for the next regular payroll period. Consistent with Section 204, Section 246

specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations of Section 204 and untimely payments during employment.

20. As alleged herein and as a matter of policy and practice, Defendants routinely underpay sick pay wages and thus do not timely pay Plaintiff and aggrieved employees all owing and underpaid sick pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and 246, among other Labor Code provisions. Plaintiff is informed and believe that Defendants were advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations, especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay Plaintiff and aggrieved employees all wages due, Defendants violate Sections 201-204 by not timely paying all due wages.

21. **Inaccurate Itemized Wage Statements:** Section 226(a) requires an employer to furnish to its employees itemized wage statements that show accurate information, including without limitation, all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

22. Defendants fail to provide accurate itemized wage statements to Plaintiff and aggrieved employees. Because of the above violations and as a matter of policy and practice, Defendants fail to

1 furnish Plaintiff and aggrieved employees with wage statements that accurately show the applicable
2 hourly rates in effect during the pay period, gross wages earned, and net wages earned. Defendants thus
3 violate Sections 226.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment for himself as a proxy for the State against
6 Defendants, jointly and severally, as follows:

- 7 1. Upon the First Cause of Action for penalties according to proof pursuant to Section
8 2699(a), (f), and (g), and for costs and attorneys' fees;
- 9 2. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
10 Code of Civil Procedure section 1021.5, and any other applicable laws; and
- 11 3. For such other and further relief that the Court may deem just and proper.

12 DATED: June 26, 2025

DIVERSITY LAW GROUP, P.C.

13 By: 
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Larry W. Lee
Simon L. Yang
Attorneys for Plaintiff

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