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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Sarena Perez, DEPUTY

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

RAYMOND PARRA, on behalf of the State of
California and Aggrieved Employees,

Plaintiff,

vs.

PSG CALIFORNIA LLC d/b/a WILDEN
PUMP & ENGINEERING,

Defendant.

Case No. CIVSB2517919

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Raymond Parra (“Plaintiff”), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant PSG California LLC d/b/a
5 Wilden Pump & Engineering (“PSG” or “Defendant”) on behalf of the State of California to collect
6 penalties due to Defendant’s systematic violations of California labor law with respect to Defendant’s
7 non-exempt hourly workers in the State of California (the “Aggrieved Employees”).

8 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
9 employed by Defendant in California.

10 3. Plaintiff challenges Defendant’s policies and practices of: (1) failing to pay Plaintiff
11 and Aggrieved Employees the correct overtime wages; (2) failing to provide Plaintiff and Aggrieved
12 Employees true and accurate itemized wage statements; and (3) failing to pay all wages due timely at
13 separation.

14 4. Plaintiff, on behalf of the State of California, seeks to recover penalties, injunctive
15 relief, and reasonable attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the
16 California Labor Code Private Attorneys General Act (“PAGA”).

17 **PARTIES**

18 5. Plaintiff and Aggrieved Employees are all current and former non-exempt, hourly
19 employees of PSG California LLC doing business as Wilden Pump & Engineering in the State of
20 California. The Aggrieved Employees work as, among other positions, hourly paid Quality Assurance
21 Inspectors and other hourly non-exempt employees in California.

22 6. Plaintiff Raymond Parra is an individual over the age of eighteen and, at all times
23 relevant to this Complaint, was a resident of the State of California.

24 7. Plaintiff worked for Defendant as a Quality Assurance Inspector in Grand Terrace,
25 California, from approximately January 1987 to April 24, 2024.

26 1. Plaintiff is informed, believes, and thereon alleges that PSG California LLC is a
27 Delaware limited liability company with its principal place of business located in Grand Terrace,
28 California. PSG is registered to do business in the State of California and does business in the State

1 of California. PSG may be served with process by serving its registered agent, Michael Racioppi,
2 22069 Van Buren Pl, Grand Terrace, California 92313.

3 8. Plaintiff is informed, believes, and thereon alleges that Defendant employs hundreds
4 of hourly, non-exempt workers similarly situated to Plaintiff in California. Plaintiff is informed,
5 believes, and thereon alleges that, in California, Defendant owns, operates, and/or manages locations
6 in this county. Plaintiff is informed, believes, and thereon alleges that Defendant employs Aggrieved
7 Employees, among other hourly employees, in this County and throughout California.

8 9. At all material times, Defendant does business under the laws of California, has places
9 of business in the State of California, including in this County, and employs Aggrieved Employees in
10 this County. Defendant is a “person” as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code §
11 17201. Defendant is also an “employer” as that term is used in the California Labor Code and the IWC
12 Wage Orders.

13 10. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
14 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
15 Plaintiff and Aggrieved Employees.

16 **SUBJECT MATTER JURISDICTION AND VENUE**

17 11. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
18 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
19 liability and the cause, or some part of the cause, arose in this County.

20 12. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
21 The Court also has jurisdiction over Defendant because they are a corporation authorized to do
22 business in the State of California, and because Defendant does in fact do business and employs
23 workers in the State of California.

24 **FACTUAL ALLEGATIONS**

25 13. Upon information and belief, PSG California d/b/a Wilden Pump & Engineering
26 (“PSG”) specializes in providing innovative pump and fluid handling solutions. They offer a range of
27 products, including air-operated diaphragm pumps, and focus on industries like energy, chemical, and
28 water treatment.

1 14. Plaintiff has worked for Defendant as a Quality Assurance Inspector in Grand Terrace,
2 California, from approximately January 1987 to April 24, 2024. Although Plaintiff's shifts vary in
3 length, Plaintiff usually works approximately eight (8) or more per shift for approximately five (5) or
4 more shifts per week. Plaintiff's weekly hours vary, but on average, Plaintiff works in excess of 40
5 hours per week.

6 15. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
7 Plaintiff was compensated at an hourly rate of \$35.87.

8 16. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
9 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

10 17. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees are
11 employed by Defendant in a similar manner throughout the State of California, including in this
12 County, and perform work materially similar to Plaintiff.

13 18. Aggrieved Employees perform their jobs under Defendant's supervision using materials
14 and technology approved and supplied by Defendant.

15 19. Aggrieved Employees are required to follow and abide by Defendant's common work,
16 time, and pay policies and procedures in the performance of their jobs.

17 20. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
18 are determined by common systems and methods that Defendant selects and controls.

19 21. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
20 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless of
21 location in the State of California. Upon information and belief, Aggrieved Employees worked more
22 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
23 (1) year before this Complaint was filed.

24 22. Defendant fails to properly pay Plaintiff and Aggrieved Employees overtime at their
25 correct regular rate of pay because Defendant fails to factor in all earned wages when determining
26 their overtime wages. In particular, Plaintiff and Aggrieved Employees are paid annual bonuses which
27 are not factored into their overtime rate of pay. Plaintiff and Aggrieved Employees are paid bonuses,
28 based on yearly performance. These bonuses were nondiscretionary. For example, Defendant gave

1 give monthly (or even more regular) updates on how the bonus was going to go up or down based on
2 hitting numbers. Plaintiff and other Aggrieved Employees were told the bonus was tied to company
3 year-end results, and projections were run and shared about how the bonus was shaping up based on
4 expected results through the end of the year. Thus, Defendant fails to pay Plaintiff and Aggrieved
5 Employees overtime wages based on the correct regular rate of pay, which varies depending on bonus
6 pay earnings.

7 23. Plaintiff is informed, believes, and thereon alleges that these overtime policies and
8 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees regardless of
9 location and assignment in California.

10 24. Defendant also knowingly and intentionally fails to provide Aggrieved Employees with
11 accurate itemized wage statements that contain the information required by California law. As a result
12 of the policies and practices described herein, the wage statements provided to Plaintiff and Aggrieved
13 Employees do not state accurate gross wages earned, net wages earned, and all applicable hours and
14 hourly rates. Specifically, the wage statements Defendant provides are not accurate because they do
15 not reflect payment for overtime compensation at the correct regular rate of pay.

16 25. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are
17 former workers of Defendant with full payment of all wages owed upon separation from employment.
18 At the time their employment ends, Aggrieved Employees are owed wages for all time worked,
19 including overtime, whether their termination was voluntary or involuntary; yet Defendant has failed
20 to provide Plaintiff and Aggrieved Employees with such payments within the required time period. As
21 a result, and pursuant to the California Labor Code, Defendant\ is subject to waiting time penalties.

22 26. Defendant's conduct has been knowing, willful, and carried out in bad faith, and has
23 caused significant damages to Plaintiff and Aggrieved Employees in an amount to be determined at
24 trial. Defendant did not take requisite reasonable steps to ensure that Plaintiff and Aggrieved
25 Employees were compensated for all hours worked, or accurate wage statements, and timely paid for
26 all wages at separation. Plaintiff is informed, believes, and thereon alleges that Defendant knew or
27 should have known that Plaintiff and Aggrieved Employees regularly do not receive payment of
28 overtime wages worked at the correct rate of pay, or accurate wage statements, and that Defendant

1 does not timely pay all final wages. Thus, Defendants’ denial of wages, failure to provide complete
2 and accurate wage statements, and failure to timely pay all final wages is and/or was deliberate and
3 willful.

4 27. Plaintiff is informed, believes, and thereon alleges that Defendant’s unlawful conduct
5 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendant’s
6 operations in the State of California.

7 **FIRST CAUSE OF ACTION**

8 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

9 **(On Behalf of the State of California and Aggrieved Employees)**

10 28. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
11 herein.

12 29. Cal. Lab. Code § 2699(a) provides:

13 Notwithstanding any other provision of law, any provision of this code that provides
14 for a civil penalty to be assessed and collected by the Labor and Workforce
15 Development Agency or any of its departments, divisions, commissions, boards,
16 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
through a civil action brought by an aggrieved employee on behalf of himself or herself
and to other current or former employees.

17 30. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
18 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
19 he or she quits, at the latest.

20 31. Cal. Lab. Code § 203 provides, in relevant part:

21 If an employer willfully fails to pay, without abatement or reduction, in accordance
22 with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged
23 or who quits, the wages of the employees shall continue as a penalty from the due date
24 thereof at the same rate paid or until an action therefor is commenced; but the wages
shall not continue for more than 30 days.

25 32. Cal. Lab. Code § 256 provides: “[t]he Labor Commissioner shall impose a civil penalty
26 in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

27 33. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
28 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees

1 in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§
2 203 and 256.

3 34. Cal. Lab. Code § 226(a) provides:

4 Every employer shall, semimonthly or at the time of each payment of wages, furnish
5 each of his or her employees, either as a detachable part of the check, draft, or voucher
6 paying the employee's wages, or separately when wages are paid by personal check or
7 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
8 total hours worked by the employee, except for any employee whose compensation is
9 solely based on a salary and who is exempt from payment of overtime under
10 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
11 Commission, (3) the number of piece-rate units earned and any applicable piece-rate
12 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
13 deductions made on written orders of the employee may be aggregated and shown as
14 one item, (5) net wages earned, (6) the inclusive dates of the period for which the
15 employee is paid, (7) the name of the employee and his or her social security number,
16 (8) the name and address of the legal entity that is the employer, and (9) all applicable
17 hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate by the employee.

12 35. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

13 An employee suffering injury as a result of a knowing and intentional failure by an
14 employer to comply with subdivision (a) is entitled to recover the greater of all actual
15 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
16 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
17 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
18 an award of costs and reasonable attorney's fees.

17 36. Cal. Lab. Code § 226.3 provides:

18 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
19 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation
20 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
21 in a subsequent citation, for which the employer fails to provide the employee a wage
22 deduction statement or fails to keep the records required in subdivision (a) of Section
23 226. The civil penalties provided for in this section are in addition to any other penalty
24 provided by law.

23 37. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
24 by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized
25 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
26 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
27 226(e)(1).

28 38. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on April 17, 2025, Plaintiff

1 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
2 file this claim. On April 17, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail.
3 At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the
4 administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code §
5 2699.3(a).

6 39. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
7 Employees, and himself as set forth in Cal. Lab. Code § 2699.

8 40. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
9 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
10 and costs as set forth below.

11 41. Wherefore, Plaintiff requests relief as hereinafter provided.

12 **SECOND CAUSE OF ACTION**

13 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**

14 **(Failure to Pay Overtime Premiums)**

15 **(On Behalf of the State of California and Aggrieved Employees)**

16 42. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
17 herein.

18 43. Cal. Lab. Code § 2699(f) provides:

19 For all provisions of this code except those for which a civil penalty is specifically
20 provided, there is established a civil penalty for a violation of these provisions, as
21 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
22 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
23 per pay period . . . (B) The civil penalty is two hundred dollars (\$200) for each
24 aggrieved employee per pay period if either of the following are met:(i) Within the five
years preceding the alleged violation, the agency or any court issued a finding or
determination to the employer that its policy or practice giving rise to the violation was
unlawful. (ii) The court determines that the employer’s conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

25 44. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
26 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
27 commission basis or method of calculation.”

28 45. IWC Wage Order 4-2001(2)(L) defines hours worked as “the time during which an

1 employee is subject to the control of an employer and includes all the time the employee is suffered
2 or permitted to work, whether or not required to do so.”

3 46. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the Wage Orders.

5 47. Cal. Lab. Code § 510 provides, in relevant part:

6 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
7 workday and any work in excess of 40 hours in any one workweek and the first eight
8 hours worked on the seventh day of work in any one workweek shall be compensated
9 at the rate of no less than one and one-half times the regular rate of pay for an employee.
10 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
11 than twice the regular rate of pay for an employee. In addition, any work in excess of
12 eight hours on any seventh day of a workweek shall be compensated at the rate of no
13 less than twice the regular rate of pay of an employee. Nothing in this section requires
14 an employer to combine more than one rate of overtime compensation in order to
15 calculate the amount to be paid to an employee for any hour of overtime work.

12 48. Cal. Lab. Code § 1194 provides, in relevant part:

13 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
14 than the legal minimum wage or the legal overtime compensation applicable to the
15 employee is entitled to recover in a civil action the unpaid balance of the full amount
16 of this minimum wage or overtime compensation, including interest thereon,
17 reasonable attorney’s fees, and costs of suit.

17 49. Defendant’s policies and practices result in payment of wage and overtime violations.

18 50. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
19 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiff seeks civil penalties
20 pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved
21 Employee was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiff seeks
22 penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiff and Aggrieved Employees for violations
23 of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§510 1194, 1198, IWC
24 Wage Order 4-2001, and any other violation alleged herein which does not carry penalties under Cal.
25 Lab. Code § 2699(a).

26 51. Pursuant to California Labor Code § 2699(e) and (k)(1), Plaintiff, on behalf of the State
27 of California and other Aggrieved Employees, also seeks injunctive relief enjoining Defendants as
28 follows:

- a. Compensate Plaintiff and Aggrieved Employees for all overtime work tasks at the appropriate overtime rate of pay.
- b. Provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements in accordance with Labor Code § 226, including wage statements that accurately state the gross wages earned, total hours worked, all deductions, net wages earned, and “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;” and,
- c. Pay all earned and unpaid wages due to Aggrieved Employees immediately upon discharge if the discharge is involuntary and within 72 hours of discharge if it is voluntary, in accordance with Labor Code § 201-202.

52. Pursuant to California Labor Code § 2699(g), Plaintiff, on behalf of the State of California and the other Aggrieved Employees, is entitled to an award of reasonable attorneys’ fees and costs.

53. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on April 17, 2025, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On April 17, 2025, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

54. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

55. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

Wherefore, Plaintiff requests relief as hereinafter provided

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

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1. For the Court to declare, adjudge, and decree that Defendant violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For injunctive relief, prohibiting Defendant from continuing its policies and
4. practices determined to be violations of the Cal. Lab. Code
5. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
6. For all costs of suit; and
7. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: June 24, 2025


Carolyn H. Cottrell
Ori Edelstein
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**

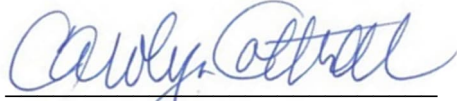
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Date: June 24, 2025

Respectfully Submitted,



Carolyn H. Cottrell
Ori Edelstein **SCHNEIDER WALLACE**
COTTRELL KONECKY LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees