IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

MARK SOARES and TAYLER HOSKINS, individually and on behalf of all others similarly situated, Plaintiffs, v. VYTL CONTROLS GROUP f/k/a PVI HOLDINGS, INC., W. & O. SUPPLY, INC., SETPOINT INTEGRATED SOLUTIONS, INC., and VALVE AUTOMATION AND CONTROL OF SAN DIEGO, INC., Defendants.	Case No.: 1:25-cv-00826-MN **FIRST AMENDED COLLECTIVE AND REPRESENTATIVE ACTION COMPLAINT** **DEMAND FOR A JURY TRIAL**

FIRST AMENDED COLLECTIVE AND REPRESENTATIVE ACTION COMPLAINT

Plaintiffs Mark Soares and Tayler Hoskins (together, "Plaintiffs"), through their undersigned counsel, individually and on behalf of all persons similarly situated, file this First Amended Collective and Representative Action Complaint ("FAC") against Defendants Vytl Controls Group f/k/a PVI Holdings, Inc. ("Vytl"), W. & O. Supply, Inc.[1] ("W&O"), Setpoint Integrated Solutions, Inc. ("Setpoint"), and Valve Automation and Control of San Diego, Inc.[2] ("VAC"), (together "Defendants"), seeking all available relief under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq*. ("FLSA").

Further, Plaintiff Soares brings individual claims based on retaliation under the FLSA and alleged violations of the California Labor Code §§ 203, 204, 206, 210, 216, 227.3, 510, 558, 1198,

[1] Defendant W. & O. Supply, Inc. was incorrectly styled as W&O Supply, Inc. in Plaintiff's Initial Complaint (D.I. 1). The entity is the same, but the spelling has been corrected here.
[2] Defendant Valve Automation and Control of San Diego, Inc. was incorrectly styled as Valve Automation and Supply of San Diego, Inc. in Plaintiff's Initial Complaint (D.I. 1). The entity is the same, but the spelling has been corrected here.

and 2699 against Defendants seeking all available remedies under California law, including the Private Attorneys General Act ("PAGA") of the California Labor Code. This FAC is being filed within twenty-one (21) days after service of Defendants' responsive motion to dismiss (D.I. 18-19) pursuant to Fed. R. Civ. P. 15(a)(1)(B), and it relates back to the date of the original pleading pursuant to Fed. R. Civ. P. 15(c). The following allegations are based on personal knowledge as to Plaintiffs' own conduct and are made on information and belief as to the acts of others.

INTRODUCTION

1. This case is about Defendants' willful misclassification of Plaintiffs and other Inside Sales Representatives[3] as exempt employees under the FLSA, and their failure to pay Plaintiffs and other Inside Sales Representatives legally required overtime premiums at one- and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in a workweek.

2. Plaintiff Soares also brings individual retaliation claims against Defendants under the FLSA resulting from Defendants' unlawful and retaliatory actions following the initiation of this lawsuit.

3. Plaintiff Soares additionally brings individual claims against Defendants for violations of the California Labor Code ("Labor Code"). These claims are based on Defendants' failure to (1) pay all wages earned for all hours worked at the correct rates of pay; (2) timely pay all earned wages; and (3) pay all vested vacation time.[4]

---

[3] For ease of reference, the term "Inside Sale Representatives" refers to all current and former Inside Sales Representatives, Production Coordinators, Service Coordinators, and employees working in similar positions who are classified as exempt from overtime, paid a salary, and whose work is primarily composed of making inside sales of their company's products or repair products to the Defendants' customers.

[4] Plaintiff Soares submitted a letter to the California Labor & Workforce Development Agency ("LWDA") on May 30, 2025 outlining the statutory claims that Plaintiff intends to bring on behalf

4. As described in further detail below, Plaintiff Soares also alleges that Defendants are liable to him, the State of California, and other aggrieved current and former employees, for civil penalties under PAGA. These claims are based on Defendants' failures to timely: (1) pay all wages earned for all hours worked at the correct rates of pay; (2) pay all earned wages; and (3) pay all vested vacation time. Accordingly, Plaintiff Soares now seeks to recover civil penalties and related relief through this representative action.

JURISDICTION AND VENUE

5. The exercise of jurisdiction over Plaintiffs' FLSA claims is proper under 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

6. This Court has supplemental jurisdiction over Plaintiff Soares' California state law claims under 28 U.S.C. § 1367 because the state law claims share a common nucleus of operative facts with Plaintiffs' federal law claims.

7. Venue in this Court is proper pursuant to 28 U.S.C. § 1391 because Defendants Vytl and Setpoint are incorporated in this judicial district, and Defendants conduct a substantial portion of their business activities within this judicial district.

PARTIES

8. Plaintiff Soares is a citizen of California and resides in Chula Vista, California. Plaintiff Soares has worked for Defendants as an Inside Sales Representative in Chula Vista, California from approximately June 2021 until the present. Plaintiff Soares' written consent to be a plaintiff in this action pursuant to 29 U.S.C. § 216(b) was filed with the Court on July 3, 2025. (D.I. 1-1.)

---

of himself and the other Aggrieved Employees (defined below) pursuant to PAGA. As of the date of this filing, Plaintiff Soares has not been advised that the LWDA has investigated his alleged PAGA violations.

9. Plaintiff Hoskins is a citizen of Louisiana and resides in Calhoun, Louisiana. Plaintiff Hoskins worked for Defendants from approximately September 2014 until March 2023. Plaintiff Hoskins worked as an Administrative Assistant at a Setpoint facility in Monroe, Louisiana from approximately 2014 until 2017; as a Service Coordinator from approximately 2017 until 2021; and finally, as a Production Coordinator from approximately 2021 until March 2023. Plaintiff Hoskins' written consent to be a plaintiff in this action pursuant to 29 U.S.C. § 216(b) was filed with the Court on August 20, 2025. (D.I. 11.)

10. The "Aggrieved Employees" are all individuals who worked for Defendants in California as non-exempt employees at any time between May 30, 2024 (one year prior to filing Plaintiff Soares' PAGA notice) and the entry of final judgment in this case.

11. Defendant Vytl is a Delaware corporation that maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.[5]

a. Vytl specializes in flow control solutions for various industries, including the energy and industrials market.[6]

b. For 2024, Vytl reportedly produced $75 million in EBITDA (earnings before interest, taxes, depreciation, and amortization,), representing a 15% EBITDA margin based on $500 million in revenue generated.[7]

---

[5] *See Vytl Controls Group, Inc.* Florida Department of State 2025 Foreign Profit Corporation Annual Report dated March 21, 2025, noting "Current Principal Place of Business" as 2677 Port Industrial Drive Jacksonville, FL 32226, *available at* https://search.sunbiz.org/Inquiry/CorporationSearch/GetDocument?aggregateId=forp-f08000002237-9b73687c-f922-4688-809c-a0ce4f1f0626&transactionId=f08000002237-52a78177-28e8-44df-aed1-95d86ac4e582&formatType=PDF (last visited Sept. 23, 2025)

[6] https://middleground.com/news/middleground-capital-completes-sale-of-arrow-tru-line-to-chamberlain-group/ (last visited on Sept. 24, 2025)

[7] *Id.*

c. As of June 2025, Vytl was owned by MiddleGround Capital ("MiddleGround"), a private equity firm based in Lexington, Kentucky with over $4.1 billion of assets under management. MiddleGround reportedly makes control equity investments in middle market B2B industrial and specialty distribution businesses. MiddleGround touts that it "works with its portfolio companies to create value through a hands-on operational approach and partners with its management teams to support long-term growth strategies."[8] Indeed, MiddleGround claims that its "hands-on approach, in-house operational expertise and friendly and hard-working culture differentiate us from our peers" and that it "serve[s] as a resource to our portfolio companies, across all organizational levels[.]"[9]

12. Defendants comprise and hold themselves out to be one single integrated company.

13. Defendant Vytl is the parent company to Defendants W&O, VAC, and Setpoint, which, along with A-T Controls, Inc. ("A-T Controls"), Valsource, LLC ("Valsource"), Vytl Services, are all wholly owned subsidiaries of Vytl.

14. W&O is a wholly owned subsidiary of Defendant Vytl that was incorporated in

---

[8] *Id.* For example, Rick Brawn serves as a Managing Director on the Operations Team at MiddleGround, where he "works with the firm's portfolio companies on executing operational initiatives and performs diligence on investment opportunities."[8] Troy Gonzales serves as Director, Operations at MiddleGround and "is frequently sent to underperforming plants to work with management on financial and process improvement." Ron Pankratz serves as Vice President, Human Capital at MiddleGround and focuses on "supporting our portfolio." Eric Polen serves a Vice President on MiddleGround's Operations Team; he joined MiddleGround after a decade at the Goodyear Tire Company where he spent his last two years at Goodyear working in the plants each day, "priming him perfectly to roll his sleeves up at [MiddleGround's] portfolio companies." *See* https://middleground.com/team (last visited Sept. 25, 2025).

[9] https://middleground.com/ (last visited on Sept. 24, 2025)

Florida and maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.[10]

15. VAC is a wholly owned subsidiary of Defendants Vytl and W&O. VAC was incorporated in California and maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.[11]

16. Setpoint is a wholly owned subsidiary of Defendant Vytl that was incorporated Delaware and maintains its principal address at 19011 Highland Road, Baton Rouge, LA 70809.[12]

17. A-T Controls is a wholly owned subsidiary of Defendant Vytl that was incorporated in Ohio and maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.[13]

18. Valsource is a wholly owned subsidiary of Defendant Vytl. Valsource is a limited liability company organized under the laws of Louisiana and maintains its principal address at 2677 Port Industrial Drive, Jacksonville, FL 32226.[14]

19. Vytl Services is an alter ego entity and/or trade name of Valsource.[15]

---

[10] *See W. &. O. Supply, Inc.*, Florida Department of State 2025 Florida Profit Corporation Annual Report dated March 7, 2025, noting "Current Principal Place of Business" as 2677 Port Industrial Drive, Jacksonville, FL 32226, *available at* https://search.sunbiz.org/Inquiry/CorporationSearch/GetDocument?aggregateId=domp-489274-54ac18e0-217c-49f5-b492-1f6f5747f834&transactionId=489274-513edfcf-0727-4b4b-a25f-edb9ddb8fd80&formatType=PDF (last visited Sept. 23, 2025)

[11] *See Valve Automation and Control of San Diego.*, California Secretary of State, Business No. 1843323, noting "Principal Address" as 2677 Port Industrial Drive, Jacksonville, FL 32226, *available at* https://bizfileonline.sos.ca.gov/search/business (last visited Sept. 23, 2025).

[12] *See Setpoint Integrated Solutions, Inc.*, Florida Department of State 2025 Foreign Profit Corporation Annual Report dated March 28, 2025, noting "Current Principal Place of Business" as 19011 Highland Road, Baton Rouge, LA 70809, *available at* https://search.sunbiz.org/Inquiry/CorporationSearch/GetDocument?aggregateId=forp-f11000002803-a3611a54-e816-4cd6-92a2-469d50aef054&transactionId=f11000002803-66eea842-d3a7-47f3-90f1-c33d10396bbc&formatType=PDF (last visited Sept. 23, 2025).

[13] https://comptroller.texas.gov/taxes/franchise/account-status/search/13113545373 (last visited Sept. 25, 2025)

[14] https://comptroller.texas.gov/taxes/franchise/account-status/search/17212767143 (last visited Sept. 25, 2025)

[15] https://www.vytlcontrols.com/company/valsource/ (last visited Sept. 25, 2025)

20. Defendants, acting through their officers, directors, agents, employees, or representatives, committed the unlawful acts alleged herein while actively engaged in the management of Defendants' businesses or affairs and with the authorization of Defendants.

21. At all times relevant, Plaintiffs and similarly situated workers were "employees" of Defendants and covered by the FLSA.

22. At all times relevant, Plaintiff Soares and the Aggrieved Employees have been employees entitled to the protections of the California Labor Code.

23. At all times relevant, Defendants were "employers" covered by the FLSA and California Law.

24. Defendants employed Plaintiffs and other similarly situated workers across the United States, and continue to employ such workers.

25. Defendants employ individuals engaged in commerce or in the production of goods for commerce and/or handling, selling, or otherwise working on goods or materials that have been moved in or produced in commerce by any person, as required by 29 U.S.C. §§ 206-207.

26. Defendants' annual gross volume of sales made or business done exceeds $500,000.

COLLECTIVE DEFINITION

27. Plaintiffs bring Count I of this lawsuit pursuant to the FLSA, 29 U.S.C. § 216(b) as a collective action on behalf of themselves and the following similarly situated persons:

> All current and former Inside Sales Representatives, Production Coordinators, Service Coordinators, and employees working in similarly titled positions who are or have been classified as exempt from overtime, who worked for Vytl Controls Group f/k/a PVI Holdings, Inc., including any of its subsidiaries, in the United States, and who worked more than forty (40) hours in at least one workweek during the past three years (the "Collective" or "Collective Members").

28. Plaintiffs reserve the right to redefine the Collective prior to notice, and thereafter, as necessary.

FACTS

29. Defendants are one of the world's largest suppliers of pipes, valves, and fittings, as well as actuation and engineered solutions to the maritime and upstream oil and gas industries.

30. Defendants serve customers in the marine industry, including commercial shipping, the U.S. Navy and Military Sealift Command, the U.S. Coast Guard, cruise lines, barge owners, offshore oil and natural-gas rigs, and shipyards that build and repair vessels of all sizes.

31. Defendants operate at locations across the United States, including at nine major ports in Alabama, California, Florida, Louisiana, South Carolina, Texas, Virginia, and Washington.

32. W&O and VAC operate primarily as distributors of pipes, valves, and fittings as well as special services to help control and automate how these parts work on marine vessels. For example, in 2023, it was announced that W&O will serve as a limited factory sales and service representative for valve manufacturer Dante Valve. The announcement touted that W&O will act as the exclusive distributor of these products to shipyards in the Gulf Coast Region (Texas, Louisiana, Alabama, Mississippi, and Florida) of the United States of America. Additionally, it was announced that W&O will also have exclusive distribution rights to the needs of the National Steel and Shipbuilding Company in San Diego, California; Marinette Marine in Marinette, Wisconsin and the entire region of Canada, and that W&O will serve the entire continent of Europe on a non-exclusive basis.VAC operates as part of or division of W&O.

33. Setpoint provides process control and valve repair services, supporting industries such as oil and gas, power, refining, chemical, and pulp & paper. These services include valve automation, industrial instrumentation, and comprehensive repair services. Setpoint touts that it maintains 14 fully equipped service and repair centers and four embedded asset locations located

across the Gulf South. These locations are supported by a team of over 300 technicians.

34. A-T Controls provide services involving the design, manufacture, and sale of manual and automated process valves for all types of industries, including oil & gas, refining, petrochemical, chemical processing, pulp & paper, mining, transportation, food and beverage, pharmaceuticals, marine, HVAC, power, among others. A-T Controls claims its products are sold and serviced through a network of distributors throughout the U.S. and Canada, parts of Central and South America, South Africa, and Asia-Pacific.

35. Valsource and Vytl Services provide services involving industrial valve repair, remanufacturing, testing, maintenance, and valve product solutions. Valsource reportedly has in excess of 100 employees.

36. Collectively, the products and repair services sold by Defendants to their customers are referred to as the "Products".

37. Defendants' primary business function is to generate sales of the Products to customers.

38. Defendants employ dozens of sales representatives, including inside sales representatives and outside sales representatives, to sell the Products to Defendants' customers.

Defendants' Business Operations

39. In a recent press release in which Defendant Vytl announced its name change from PVI Holdings Group to Vytl Controls Group, CEO Matthew Bate explained:

> Our new name is an important message to our employees, customers, distributors and OEM partners we do business with. . . . **As a part of coming together as one company**, we have invested in best-in-class talent, technology, and tools to ensure we are positioned for the future. We are now, more than ever, ready to continue building on our legacy of success, together, as one Vytl Controls Group.

D.I. 1-2. Press Release, VYTL Controls Group (Jan. 2, 2025) (emphasis added).

40. To ensure the public understands Defendants' integrated operations, Defendants rebranded their logos to include the designation "a Vytl Company."

41. Beyond branding, Defendants' operations are integrated across the Vytl companies.

42. Defendants share overlapping directors and officers, including, but not limited to Defendants' Chief Executive Officer, Matthew Bates; Defendants' Chief Human Resources Officer, Michael Turner; and Defendants' Payroll Manager, Lakin Foster, all of whom have consistent and direct control over Plaintiffs and the Inside Sales Representatives.

Defendants Employ Plaintiffs and the Collective Members

43. Defendant Vytl exercises control over all of its subsidiaries' business operations, including that of W&O, VAC, Setpoint, A-T Controls, Valsource, and Vytl Services.

44. Defendants share a single employee handbook, which Defendant Vytl published, and which contains policies and procedures that govern Plaintiffs' and Inside Sales Representatives' employment.

45. Defendant Vytl exercises control over employee benefits for all Defendants' employees including *inter alia*, medical, dental, vision, life insurance, and retirement.

46. Defendant Vytl has the authority to hire and fire Plaintiffs and other Inside Sales

Representatives.

47. Defendant Vytl maintains one website for all Defendants.

48. Defendant Vytl posts job openings for all Defendants on its website.

49. Upon information and belief, Defendant Vytl exercises control over the hiring of Defendants' employees.

50. Defendant Vytl possesses and routinely exercises the authority to set Plaintiffs' and other Inside Sales Representatives' rates of pay and terms of employment.

51. Defendant Vytl possesses and routinely exercises the authority to set Plaintiffs' and other Inside Sales Representatives' work schedules.

52. Defendant Vytl sets uniform policies and procedures that govern Plaintiffs' and other Inside Sales Representatives' day-to-day work from centrally controlled corporate locations.

53. Defendants maintain centrally controlled human resources, payroll, and accounting departments that set uniform policies applicable to Plaintiffs and other Inside Sales Representatives.

54. Defendant Vytl also centrally plans and sets policies for holiday celebrations at each of Defendants' branch locations, including limitations on timing and budget.

Defendants Misclassified Inside Sales Representatives as Exempt

55. Defendants hired Plaintiff Soares as an Inside Sales Representative in 2021, and until approximately August 2025, paid him an annual salary plus quarterly sales incentive bonuses.

56. Plaintiff Soares' annual compensation ranged from a starting base salary of $74,000 in 2021 to up to approximately $94,000, which included approximately $6,000 worth of sales incentive bonuses.

57. In approximately August 2025, Defendants reclassified Plaintiff Soares from salary exempt to hourly non-exempt, without any corresponding change in his job duties.

58. Plaintiff Hoskins was employed by Defendants as an Administrative Assistant from approximately 2014 until 2017; as a Service Coordinator from approximately 2017 until 2021; and finally, as a Production Coordinator from approximately 2021 until March 2023.

59. Defendants changed Plaintiff Hoskins' title to production coordinator starting in approximately 2021 at which time she was classified as an hourly non-exempt employee making approximately $24.00 per hour. At the time, Plaintiff Hoskins regularly worked fifty (50) or more hours a week and was paid overtime at time-and-a-half her hourly rate.

60. At some point in 2021, Defendants reclassified Plaintiff Hoskins and other production coordinators at Setpoint from hourly non-exempt to salary exempt employees.

61. Plaintiff Hoskins' and other production coordinators' job duties and responsibilities did not change with the reclassification.

62. Plaintiff Hoskins was not given an explanation for why her pay structure was changed to salary.

63. Following the reclassification, Plaintiff Hoskins and other production coordinators at Setpoint were no longer eligible for overtime premium pay.

64. Because Plaintiff Hoskins' job duties and responsibilities did not change after the reclassification, Plaintiff Hoskins continued to regularly work fifty (50) or more hours per week.

65. Defendants have uniformly classified Inside Sales Representatives as exempt employees and paid them annual salaries plus quarterly sales incentive bonuses.

66. The quarterly sales incentive bonuses are non-discretionary bonuses and are based on a predetermined formula.

67. As Inside Sales Representatives, Plaintiffs' primary responsibilities and job duties are characterized as making inside sales of Defendants' Products.

68. More than ninety percent (90%) of Plaintiff Soares' working time is spent on inside sales or work in furtherance of his inside sales.

69. More than ninety percent (90%) of Plaintiff Hoskins' working time was spent on inside sales or work in furtherance of her inside sales.

70. Inside Sales Representatives sell Defendants' Products to Defendants' customers. Inside Sales Representatives work with customers to assess their needs and create sales proposals to meet those needs at a competitive price. Inside Sales Representatives quote parts or repairs, verify pricing, source materials, and collaborate with internal teams to ensure customer satisfaction.

71. Inside Sales Representatives have similar job duties regardless of location.

72. Both before and after his reclassification, Plaintiff Soares completes contracts with the U.S. Navy, writes purchase orders, and expedites parts and materials for navy ships. Plaintiff Soares also maintains various reports to track parts shipments and ensure that sales are delivered to Defendants' customers on time.

73. Plaintiff Hoskins worked with customers seeking repairs, gathered information on needed repairs, provided quotes to customers for repair services, created repair orders, ordered materials and coordinated the repair process, communicated with customers regarding the process and if any new parts would be needed, tracked orders, provided final pricing, and invoiced customers.

74. Plaintiffs' and Inside Sales Representatives' job duties as Inside Sales Representatives do not qualify for any exemptions under the FLSA.

75. Plaintiffs and other Inside Sales Representatives do not customarily and regularly make sales away from Defendants' place of business and do not regularly make outside sales

within the meaning of 29 C.F.R. §§ 541.500-502.

76. Plaintiffs and other Inside Sales Representatives are not paid commissions on their sales.

77. Plaintiffs and other Inside Sales Representatives do not supervise other employees.

78. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the management of Defendants' business.

79. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the management of Defendants' customers.

80. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the general business operations of Defendants.

81. The Inside Sales Representatives' primary duty of generating sales of the Products is not directly related to the general business operations of Defendants' customers.

82. Plaintiffs and other Inside Sales Representatives do not regularly exercise independent discretion and judgment with respect to matters of significance. In fact, Defendants' policies and procedures leave little room for independent discretion or judgment in Plaintiffs' role.

83. The prices for the items and repairs sold by Inside Sales Representatives are based on a price list that is determined by Defendants.

84. Plaintiffs do not have discretion to negotiate or compromise the company's margins on sales. Plaintiffs do not set or negotiate the prices for the Products they sell.

85. Plaintiffs' work is closely supervised by their managers who oversee their work and communications with Defendants' customers.

86. Plaintiffs do not have the authority to waive or deviate from Defendants' established policies and procedures without prior approval.

87. Inside Sales Representatives, regardless of location, perform substantially similar job duties and are subject to the same uniform policies and procedures governing their work as Plaintiffs.

88. Defendants utilize substantially similar job postings for Inside Sales Representatives regardless of location.

89. Inside Sales Representatives do not regularly exercise independent discretion and judgment with respect to matters of significance.

90. Defendants misclassified Plaintiffs and Collective Members as overtime exempt under the FLSA because Inside Sales Representatives' job duties do not qualify for any of the exemptions under Section 13(a)(1) of the FLSA, 29 U.S.C. § 213.

Defendants Failed to Pay Overtime to Inside Sales Representatives

91. Plaintiff Soares regularly works five and one-half (5 ½) days each week, Monday through Friday and on Sunday mornings.

92. Plaintiff Soares regularly works between fifty (50) and fifty-five (55) hours each week.

93. Despite working in excess of forty (40) hours each week, until approximately August 2025, Defendants did not pay Plaintiff Soares overtime compensation at one-and-one-half times his regular rate of pay due to Defendants' decision to misclassify Plaintiff Soares as an exempt employee.

94. Defendants have been aware that Plaintiff Soares works in excess of forty (40) hours each week, because Defendants' managers closely supervise his work, receive communications and reports from him before and after regular business hours and on the weekends, and can see when he is logged in and working through internal communications applications.

95. Plaintiff Hoskins regularly worked fifty (50) or more hours each week.

96. Defendants were aware that Plaintiff Hoskins regularly worked in excess of forty (40) hours each week because prior to reclassifying her position in 2021 to salary exempt, Plaintiff Hoskins was an hourly employee, Defendants tracked her hours using a timeclock, and she regularly worked in excess of forty hours each week. Defendants knew that by keeping her job duties and responsibilities the same following the reclassification, Plaintiff Hoskins and other production coordinators would continue working in excess of forty (40) hours each week.

97. In approximately August 2025, Defendants reclassified Plaintiff Soares from salary exempt to hourly, non-exempt, and set his weekly work schedule at fifty (50) hours per week.

98. Upon information and belief, Defendants reclassified Plaintiff Hoskins and other production coordinators and stopped tracking their hours with a timeclock to avoid paying all overtime compensation owed under the FLSA when production coordinators worked over forty (40) hours a week.

99. Other Inside Sales Representatives work similar schedules and regularly work in excess of forty (40) hours each week in order to complete their assigned tasks and meet Defendants' expectations.

100. Like Plaintiffs, other Inside Sales Representatives are not paid overtime compensation at one-and-one-half times their regular rates of pay due to Defendants' decision to misclassify Inside Sales Representatives as exempt employees.

101. Defendants know that Inside Sales Representatives work over forty (40) hours per week because the tasks assigned by Defendants require more than forty (40) hours of work each week to complete. Additionally, other Inside Sales Representatives have made complaints about working sixty (60) hour weeks, Defendants have required Inside Sales Representatives to work

additional hours on Saturdays to keep up with the volume of work. Furthermore, Defendants' supervisors have stated that Inside Sales Representatives they oversee will routinely work fifty (50) hour weeks just to get the job done.

102. As a result of this misclassification, Defendants have failed to pay Plaintiffs and Inside Sales Representatives overtime premium compensation at one-and-one-half times their regular rates of pay for all hours worked in excess of forty (40) hours per week.

103. As a result of this misclassification and Defendants failure to pay Plaintiffs and Inside Sales Representatives overtime wages, Defendants have further deprived Plaintiffs and Inside Sales Representatives of overtime premium compensation that should have been paid on the quarterly sales incentive bonus portion of Plaintiffs' and Inside Sales Representatives' wages. *See* 29 C.F.R. § 778.208 (requiring employers to include non-discretionary bonuses in the employee's regular rate of pay for purposes of calculating overtime compensation due); *see also* U.S. Dept. of Labor, Wage & Hour Div., *Fact Sheet #56C: Bonuses under the Fair Labor Standards Act (FLSA)* (Dec. 2019) ("Examples of nondiscretionary bonuses that must be included in the regular rate include: Bonuses based on a predetermined formula") https://www.dol.gov/agencies/whd/fact-sheets/56c-bonuses (last visited on Sept. 25, 2025).

104. Defendants have not accurately recorded and tracked all of the hours worked by Plaintiffs and other Inside Sales Representatives and therefore have failed to compensate Plaintiffs and other Inside Sales Representatives at one-and-one-half times the regular rate of pay for hours worked over forty hours in a week.

105. In addition, Defendants have failed to make, keep, and preserve records with respect to Plaintiffs and other Inside Sales Representatives sufficient to determine their lawful wages, actual hours worked, and other conditions of employment as required by the FLSA. *See* 29

U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c) (requiring employers to maintain payroll records for three years and time sheets for two years, including the exact number of hours worked each day and each week).

Defendants Willfully Violated the FLSA

106. Defendants' actions in violation of the FLSA were or are made willfully in an effort to avoid liability under the FLSA.

107. Even though the FLSA requires overtime premium compensation for hours worked over forty hours per week, Defendants did not and do not pay Inside Sales Representatives, such as Plaintiffs, proper overtime compensation for overtime hours worked.

108. Defendants knew, or absent their own recklessness should have known, that Plaintiffs and Inside Sales Representatives are or were entitled to such overtime premiums.

109. Defendants are large, sophisticated employers that have hired or have the means to hire competent counsel to advise them on their legal obligations.

110. Defendants could have paid Plaintiffs and Inside Sales Representatives proper overtime compensation but chose not to do so.

111. As such, Defendants have willfully failed to pay Plaintiffs and Inside Sales Representatives all overtime compensation owed.

112. At all times relevant, Defendants acted willfully and with reckless disregard of clearly applicable FLSA provisions.

113. Defendants have not made good-faith efforts to comply with the FLSA.

Retaliation Against Plaintiff Soares After the Complaint Was Filed

114. Plaintiff Soares filed his original Complaint in this matter on July 3, 2025, alleging individual and collective claims for unpaid overtime wages under the FLSA. (D.I. 1).

115. Plaintiff Soares engaged in protected activity under the FLSA by filing his lawsuit seeking unpaid overtime wages under the FLSA. *See* 29 U.S.C. § 215(3).

116. On July 29, 2025, Plaintiff Soares was called into a meeting with Michael Turner – Defendant Vytl's Chief Human Resources Officer, Jim Reynolds – Defendant VAC's President, and Carl Herman – Defendant W&O's Vice President of Materials Management. In the meeting Defendants informed Plaintiff Soares that because he had sued the company for misclassification under the FLSA, the company had decided to reclassify him to a non-exempt hourly employee effective August 4, 2025. Plaintiff Soares was also told that his new hourly pay rate would be set at $29.404 due to his allegations in the lawsuit that he regularly worked ten (10) to fifteen (15) hours of overtime per week.

117. At the time, Plaintiff's bi-weekly salary was $3,234.40, equivalent to a pay rate of $40.43 per hour.

118. When Plaintiff Soares inquired as to why his new hourly rate was approximately $11.00 less per hour, Michael Turner informed him that because of his allegations in his lawsuit that he regularly worked 50-55 hours each week, his hourly rate was reduced to $29.404 per hour so that his weekly pay would not change after factoring in 10-hours of weekly overtime pay.

119. Plaintiff Soares' allegations in this lawsuit are that he was not paid any overtime as a salaried non-exempt employee—meaning that no part of his $3,234.40 bi-weekly salary constitutes overtime pay.

120. Defendants unlawfully reduced Plaintiff Soares' hourly wage rate to avoid their overtime obligations under the FLSA and to avoid incurring additional costs associated with paying him overtime premiums.

121. As a salaried employee, Plaintiff Soares did regularly work 50-55 hours per week

in order to accomplish the work assigned to him; however, he was not required, as a condition of employment, to work 50-hour workweeks, and his salary was never contingent upon working a minimum of 50 hours per week.

122. As a salaried employee, Plaintiff Soares could have worked forty (40) hours per week and received his $3,234.40 bi-weekly salary.

123. Through conversations with other managers in the company, Plaintiff Soares was told that Inside Sales Representatives are not required to work more than forty (40) hours per week but the managers are aware that Inside Sales Representatives often do work more than forty (40) hours per week to keep up with their assigned workloads.

124. Defendants retaliated against Plaintiff by reducing his rate of pay. Prior to the reclassification if Plaintiff worked a forty (40) hour workweek, Plaintiff would have received $1,617.20 in pay. After the reclassification, if Plaintiff works a 40-hour workweek he will only receive $1,176.16—a reduction in pay of approximately twenty-seven percent (27%).

125. Defendants imposed adverse employment conditions upon Plaintiff Soares by reducing his compensation and forcing him to choose between working mandatory 50-hour workweeks or accepting a significant reduction in pay.

126. Defendants further reduced Plaintiff Soares' compensation by reducing the value of his vacation and sick time pay which was previously paid out at a rate of $40.43 per hour and now is paid out at $29.40 per hour— again, a reduction of approximately 27%.

127. Defendants have clearly stated to Plaintiff Soares that their actions are motivated by Plaintiff's filing of his FLSA unpaid overtime lawsuit.

128. As of the filing of this FAC, Plaintiff Soares is unaware of other Inside Sales Representatives who have been required to work 50-hour workweeks or accept pay reductions.

129. Defendants could have reclassified Plaintiff Soares from a salary exempt employee to a salary non-exempt employee, kept his salary the same, and started paying him overtime, but chose to reduce his pay instead.

130. Defendants could have reclassified Plaintiff Soares from a salary exempt employee to an hourly non-exempt employee, kept his hourly pay rate the same, and started paying him overtime, but chose to reduce his pay instead.

131. Defendants' actions in reducing Plaintiff Soares' pay would dissuade a reasonable employee from making complaints about the lack of overtime pay or filing a complaint to enforce their rights under the FLSA.

Defendants' California Labor Law Violations

132. Defendants misclassified Plaintiff Soares and other Aggrieved Employees as exempt under California law because Plaintiff Soares' and other Aggrieved Employees' primary job duties do not fall under any exemptions to the California Labor Code.

133. As a result of the misclassification, Defendants failed to compensate Plaintiff Soares and other Aggrieved Employees at the correct rate of pay for all hours worked over eight (8) and twelve (12) in a day, over forty (40) in a week, and for the first eight (8) hours of the seventh day of the workweek. Defendants did not compensate Plaintiff Soares and other Aggrieved Employees at overtime premium rates of pay for all overtime hours worked.

134. Furthermore, due to Defendants' misclassification and failure to pay overtime compensated owed, Defendants also failed to timely pay Plaintiff Soares and other Aggrieved Employees all earned wages due during their employment twice each calendar month as required by California Labor Code § 204.

135. Defendants also failed to issue Plaintiff Soares and other Aggrieved Employees

accurate itemized wage statements. Defendants failed to state in the wage statements they issued to Plaintiff Soares and other Aggrieved Employees all hours worked and wages earned, including without limitation regular, overtime, and double-time wages for work he performed, as described above.

136. Defendants failed to track and maintain records of all hours worked by Plaintiff Soares and other Aggrieved Employees. As a result, Defendants failed to accurately maintain all records required by California Labor Code § 1174, including without limitation Plaintiff Soares' and other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period.

137. Defendants have taken unlawful and unauthorized deductions from Plaintiff Soares' and other Aggrieved Employees' earned wages. Indeed, on multiple occasions over the course of his employment, Defendants have deducted Plaintiff Soares' pay for health insurance coverage that he did not elect and is not enrolled in. Despite bringing this deduction issue to Defendants' attention in emails to their HR and Payroll departments, Defendants failed to timely remedy the improper deductions.

138. Lastly, Defendants have implemented an unlawful "use it or lose it" vacation time policy resulting in the forfeiture of earned and vested vacation time for Plaintiff Soares and the Aggrieved Employees. Plaintiff Soares and the Aggrieved Employees accrued paid time off for vacation. At the beginning of each year in 2023, 2024, and 2025, Defendants failed to roll over all vested vacation time resulting in forfeitures of vested vacation time.

COLLECTIVE ACTION ALLEGATIONS UNDER THE FLSA

139. Plaintiffs bring this lawsuit pursuant to 29 U.S.C. § 216(b) as a collective action on behalf of themselves and the Collective Members as defined above.

140. Plaintiffs desire to pursue their FLSA claims on behalf of all individuals who opt-in to this action pursuant to 29 U.S.C. § 216(b).

141. Plaintiffs and the Collective Members are "similarly situated" as that term is used in 29 U.S.C. § 216(b) because, *inter alia*, all such individuals currently work or have worked pursuant to Defendants' common business and compensation practices as described herein, and, as a result of such practices, have not been properly paid overtime compensation for all hours worked over forty (40) hours in a workweek during the relevant time period. Resolution of this action requires inquiry into common facts, including Defendants' common timekeeping, compensation, classification, and payroll practices applicable to the employees at issue.

142. The Collective Members are known to Defendants. These persons are readily identifiable and can easily be located through Defendants' payroll and human resources records, and electronic systems.

143. Defendants employ dozens of Collective Members. These similarly situated employees, consisting of both current and former Inside Sales Representatives who have been employed by Defendants during the relevant three-year statute of limitations period, should promptly be notified in writing of this action through U.S. mail, email, and text message and/or other means, and allowed to opt-in to this action pursuant to 29 U.S.C. § 216(b), for the purpose of collectively adjudicating their claims for unpaid wages, liquidated damages (or, alternatively, interest), and attorneys' fees and costs under the FLSA.

COUNT I
Violation of the FLSA
(On Behalf of Plaintiffs and the Collective Members)

144. All previous paragraphs are incorporated as though fully set forth herein.

145. The FLSA requires that covered non-exempt employees be compensated for all hours worked in excess of forty (40) hours per week at a rate not less than one-and-one-half (1 ½) times the regular rate at which they are employed. *See* 29 U.S.C. § 207.

146. The FLSA defines "employer" broadly to include "any person acting directly or indirectly in the interest of an employer in relation to an employee," 29 U.S.C. § 203(d).

147. Defendants are subject to the wage requirements of the FLSA because Defendants are "employers" under 29 U.S.C. § 203(d).

148. At all relevant times, Defendants have been "employers" engaged in interstate commerce and/or in the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. § 203.

149. During all relevant times, Plaintiffs and Collective Members have been covered employees entitled to the FLSA's protections. *See* 29 U.S.C. § 203(e).

150. Plaintiffs and the Collective Members are not exempt from the overtime requirements of the FLSA.

151. Plaintiffs and Collective Members regularly work more than forty (40) hours per workweek.

152. Defendants, pursuant to their policies and practices, failed and refused to pay overtime wages for all hours that Plaintiffs and the Collective Members worked in excess of forty (40) hours in a workweek during the relevant time period.

153. Defendants knowingly failed to properly compensate Plaintiffs and the Collective

Members overtime wages for hours worked in excess of forty (40) in a workweek, in violation of 29 U.S.C. § 207; *see also* 29 C.F.R. § 778.208.

154. In violating the FLSA, Defendants acted willfully or with reckless disregard of clearly applicable FLSA provisions.

155. Pursuant to 29 U.S.C. § 216(b), Defendants are liable to Plaintiffs and the Collective Members for unpaid overtime compensation at a rate of one-and-one-half times their regular rates of pay, plus an equal amount as liquidated damages, along with reasonable attorneys' fees and costs incurred in recovering the unpaid wages.

COUNT II
Retaliation under the FLSA
(On Behalf of Plaintiff Soares)

156. Plaintiff Soares incorporates all paragraphs of this complaint as if fully alleged herein.

157. The anti-retaliation provision of the FLSA makes it unlawful for any employer "to discharge or in any other manner discriminate against any employee because such employee has filed any complaint or instituted or caused to be instituted any proceeding under or related to this chapter". 29 U.S.C. § 215(a)(3).

158. Plaintiff Soares engaged in protected activity under the FLSA.

159. On July 3, 2025, Plaintiff Soares filed the original Complaint in this action alleging that Defendants had misclassified him and other Inside Sales Representatives as exempt employees under the FLSA.

160. Following Plaintiff Soares' filing of this lawsuit, Defendants subjected Plaintiff Soares to adverse employment actions by reducing his pay and imposing other adverse employment conditions on him.

161. Defendants' unlawful retaliatory actions were motivated by Plaintiff Soares filing

the instant lawsuit for recovery of unpaid overtime wages under the FLSA.

162. As a result of Defendants' unlawful retaliatory actions, Plaintiff Soares has suffered lost past wages and will continue to suffer lost wages and benefits moving forward.

163. Section 216(b) of the FLSA states, in relevant part:

> Any employer who violates the provisions of section 215(a)(3) or 218d of this title shall be liable for such legal or equitable relief as may be appropriate to effectuate the purposes of section 215(a)(3) or 218d of this title, including without limitation employment, reinstatement, promotion, and the payment of wages lost and an additional equal amount as liquidated damages.

164. Plaintiff Soares seeks an order prohibiting Defendants from continuing their retaliatory conduct and restoring of his rate of pay and conditions of employment in effect prior to Defendants' retaliatory conduct.

165. Plaintiff Soares seeks and order pursuant to Section 216(b) of the FLSA finding Defendants liable for unpaid back wages due to Plaintiff Soares, liquidated damages, punitive damages, attorneys' fees and costs.

COUNT III
Violation of Cal. Labor Code §§ 510, 1194, and 1198.
Failure to Pay all Wages Earned at the Correct Rates of Pay
<u>(On Behalf of Plaintiff Soares)</u>

166. Plaintiff Soares incorporates all paragraphs of this complaint as if fully alleged herein.

167. At all relevant times during the applicable limitations period, Plaintiff Soares has been an employee of Defendants and entitled to the benefits and protections of California Labor Code.

168. California Labor Code § 510 states:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be

> compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

169. Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the legal minimum wage or legal overtime wage required.

170. Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the maximum hour provisions of the wage order.

171. These provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *See Morillion v. Royal Packing Co.*, 995 P.2d 139, 145 (Cal. 2000).

172. As discussed above, Defendants required Plaintiff Soares to regularly work more than eight (8) hours per day and/or forty (40) hours a week. Plaintiff Soares also sometimes worked more than twelve (12) hours per day. Despite the long hours and long weeks, Defendants did not pay Plaintiff Soares overtime or double-time as required under the Labor Code due to Defendants' misclassification of the Inside Sales Representative position as exempt.

173. Plaintiff Soares is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to compensate Plaintiff Soares for all hours worked as required by California law.

174. Accordingly, Plaintiff Soares seeks on behalf of himself to recover unpaid wages, liquidated damages in amounts equal to the amounts of unpaid wages, interest thereon, and awards

of reasonable costs and attorneys' fees, all in amounts subject to proof.

COUNT IV
Violation of Cal. Labor Code §§ 204 & 210
Failure to Timely Pay Wages During Employment
(On Behalf of Plaintiff Soares)

175. Plaintiff Soares incorporates all paragraphs of this complaint as if fully alleged herein.

176. California Labor Code § 204 states that all wages (other than those mentioned in Labor Code §§ 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

177. By failing to pay earned overtime and premium wages to Plaintiff Soares, Defendants failed to timely pay him all earned and unpaid wages in violation of Labor Code § 204.

178. Additionally, Defendants failed to timely pay Plaintiff Soares all earned wages because of Defendants' unauthorized and unlawful deductions from Plaintiff Soares' earned wages for medical insurance benefits that he did not elect and is not enrolled in. Despite bringing this deduction issue to Defendants' attention, Defendants failed to timely remedy the improper deductions in violation of Labor Code §§ 204 and 206.

179. Accordingly, Plaintiff Soares seeks to recover his unpaid wages, interest, reasonable attorneys' fees and costs, and statutory penalties pursuant to Labor Code §§ 210, 216, and 225.5.

COUNT V
Violation of Cal. Labor Code § 227.3
Failure to Pay Vested Vacation Benefits
(On Behalf of Plaintiff Soares)

180. Plaintiff Soares incorporates all paragraphs of this complaint as if fully alleged herein.

181. California law requires employers to pay out vested vacation wages upon termination. Cal. Labor Code § 227.3. Vacation pay is another form of wages which vests as it is earned. Employers can place caps on vacation accrual but cannot institute policies which permit the forfeiture of vested vacation time.

182. Plaintiff Soares accrues paid time off for vacation.

183. At the beginning of each year in 2023, 2024, and 2025, Defendants have failed to roll over all of Plaintiff Soares' vested vacation time resulting in forfeitures of his vested vacation time.

184. Defendants have implemented an unlawful vacation policy under which Plaintiff Soares' vested vacation time is forfeited on a yearly basis in violation of § 227.3.

185. Accordingly, Plaintiff Soares seeks to recover the value of his unpaid and forfeited vacation time, interest, and reasonable attorneys' fees and costs.

COUNT VI
Civil Penalties Cal. Labor Code §§ 2698 *et seq.*
(On Behalf of Plaintiff Soares and the Aggrieved Employees)

186. Plaintiff Soares incorporates all paragraphs of this Complaint as if fully alleged herein.

187. The "Aggrieved Employees" are all individuals who worked for Defendant Vytl Controls Group or its subsidiaries in California as non-exempt employees at any time between May 30, 2024 (one year prior to filing Plaintiff Soares' PAGA notice), and the entry of final

judgment.

188. California Labor Code §§ 2698 *et seq.* grants California employees the right to bring a civil action for violation of any provision of the Labor Code on behalf of themselves and other current or former employees to recover civil penalties. In passing PAGA, the California Legislature:

> declared that adequate financing of labor law enforcement was necessary to achieve maximum compliance with state labor laws, that staffing levels for labor law enforcement agencies had declined and were unlikely to keep pace with the future growth of the labor market, and that it was therefore in the public interest to allow aggrieved employees, acting as private attorneys general, to recover civil penalties for Labor Code violations ….

Arias v. Super. Ct., 209 P.3d 923, 929 (Cal. 2009).

189. PAGA permits aggrieved employees to collect the civil penalties authorized by law and normally collectible by the LWDA or any of its departments or divisions. *See* Cal. Lab. Code § 2699(a). However, because the action is brought on behalf of the state, 65% of the fees collected are distributed to the LWDA for the enforcement of labor laws and for the education of employers and employees. The remaining 35% is shared between the Aggrieved Employees. *See* Cal. Lab. Code § 2699(m).

190. PAGA provides that any civil penalty assessed and collected by the LWDA for violations of applicable provisions of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

191. California Labor Code § 2699.3 governs PAGA actions for civil penalties arising from violations of California Labor Code §§ 204, 206, 216, 227.3, 510, and 1198, which provisions require employers to timely: pay all wages earned for all hours worked at the correct rates of pay; pay wages during employment; and pay all vested vacation time.

192. Pursuant to Labor Code § 2699.3(a)(1)(A), before commencing a civil action, an aggrieved employee must first give notice by online filing with the LWDA and by certified mail to the employer of the alleged violations, including the facts and theories supporting the allegations. If the LWDA fails to investigate the alleged violations within sixty-five calendar days of the date of the notice, then the aggrieved employee may file a civil action to seek penalties.

193. On May 30, 2025, Plaintiff Soares provided written notice of these alleged violations, including the facts and theories supporting his allegations, to the LWDA via online submission, with a certified copy mailed to Defendants. More than sixty-five calendar days have passed since the date notice was provided to the LWDA and Defendants, and the LWDA has not investigated Plaintiff Soares' alleged violations. Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants for violations of the Labor Code and the Wage Order.

194. California Labor Code § 204 provides that:

> (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. …
>
> (b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

195. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff Soares on such intervals for all wages earned and all hours worked, including overtime wages. On information and belief, Plaintiff Soares alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked,

including overtime wages.

196. During the applicable time period, Defendants violated California Labor Code §§ 204, 206, 216, 227.3, 510, and 1198.

197. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

198. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff Soares and the Aggrieved Employees are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 204, 206, 216, 227.3, 510, and 1198 during the applicable limitations period.

199. Pursuant to California Labor Code § 2699(g), Plaintiff Soares and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs seek the following relief, individually and on behalf the Collective Members and Aggrieved Employees (as applicable):

a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);

b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential Collective Members;

c. Back pay damages (including overtime compensation) and prejudgment interest to the fullest extent permitted under the law;

d. Liquidated and punitive damages to the fullest extent permitted under the law;

e. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law;

f. Civil penalties pursuant to California Labor Code §§ 2698 *et seq.* on behalf of Plaintiff Soares and the Aggrieved Employees; and

g. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Plaintiffs hereby demand a jury trial on all claims and issues for which Plaintiffs are entitled to a jury.

Dated: September 29, 2025

Respectfully submitted,

/s/ Russell Paul

Russell Paul (DE Bar #4647)
BERGER MONTAGUE PC
800 N. West Street, Suite 200
Wilmington, DE 19801
Tel.: (302) 691-9545
Fax: (215) 875-4620
rpaul@bergermontague.com

Alexandra K. Piazza*
BERGER MONTAGUE PC
8241 La Mesa Blvd, Suite A
La Mesa, CA 91942
Tel.: (215) 875-3000
apiazza@bergermontague.com

Lane L. Vines^
Michael J. Anderson*
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel.: (215) 875-3000
lvines@bergermontague.com
manderson@bergermontague.com

Counsel for Plaintiffs, the Proposed Collective Members, and the Aggrieved Employees

* Admitted *pro hac vice.*
^ *Pro hac vice* forthcoming.