

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff KEVIN WATTERS
on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF RIVERSIDE**

11 KEVIN WATTERS, on behalf of the State of
12 California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 VALUE WINDOWS AND DOORS, INC., a
California Corporation; and DOES 1-100,
17 inclusive,

18 Defendants.

Case No.: **CVRI 2504280**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, KEVIN WATTERS, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants VALUE
3 WINDOWS AND DOORS, INC., a California Corporation; and DOES 1-100, inclusive.
4 PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
7 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
8 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
9 DEFENDANTS’ violations of the California Labor Code as alleged below.

10 **JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
12 California statutes, including but not limited to the PAGA, and decisional law and regulations.

13 3. Venue is proper in this judicial district and the County of Riverside pursuant to
14 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
15 this judicial district, DEFENDANTS employed Aggrieved Employees, including but not limited to,
16 PLAINTIFF, to work in Riverside County, and conduct alleged by PLAINTIFF herein occurred in
17 this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60
18 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed
19 Labor Code violations against some of its employees). Venue is also proper pursuant to section 393
20 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in the
21 County of Riverside.

22 **THE PARTIES**

23 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
24 California and a citizen of the State of California.

25 5. PLAINTIFF worked for DEFENDANTS during the relevant period as a non-exempt
26 employee with a job title of production lead or a similar job title/position beginning in or around
27 2022. PLAINTIFF regularly worked shifts lasting at least approximately eight (8) to twelve (12)
28 hours long, at least five (5) days per workweek. DEFENDANTS assigned PLAINTIFF to work at

1 its location in Moreno Valley, California. DEFENDANTS paid PLAINTIFF an hourly rate for time
2 counted by DEFENDANTS as hours worked.

3 6. Defendant, VALUE WINDOWS AND DOORS, INC., is a California Corporation
4 that at all relevant times was authorized to do business in California and is doing business in
5 California.

6 7. DEFENDANTS operate a business that specializes in the manufacturing and supply
7 of windows and doors. DEFENDANTS own, operate, manage and/or staff its Aggrieved Employees
8 and EXEMPT AGGRIEVED EMPLOYEES to work at their warehouse distribution centers,
9 manufacturing facilities and/or other facilities/locations in California. DEFENDANTS, through
10 their various locations, serve the manufacturing industry.¹

11 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
12 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
13 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
14 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
15 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
16 become known.

17 9. PLAINTIFF is further informed and believes that, at all relevant times, each
18 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
19 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
20 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
21 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
22 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
23 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
24 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
25 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
26 controlled, aided and abetted the conduct of all other Defendants.

27 **JOINT LIABILITY**

28 ¹ See <https://valuewds.com/>; Last visited on May 15, 20253

1 10. Under California law, the definition of the terms “to employ” are broadly construed
2 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
3 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
4 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
5 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
6 was to reach situations in which multiple entities control different aspects of the employment
7 relationship. Supervision of the work, in the specific sense of exercising control over how services
8 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
9 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
10 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
11 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
12 California, applying a less stringent standard to what constitutes sufficient control by a business
13 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
14 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
15 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
16 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
17 employment,” *Id.* at 875 [emphasis added].

18 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
19 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
20 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
21 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
22 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
23 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
24 PLAINTIFF and Aggrieved Employees to work for them.

25 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
26 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
27 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
28 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same

1 policies and practices regardless of the location(s) where they worked. Among other things,
2 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
3 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
4 over the day-to-day operations and employment matters, including the power to hire and fire, set
5 schedules, issue employee policies, and determine rates of compensation across its locations in
6 California; (3) DEFENDANTS utilize the same policies and procedures for all California
7 employees, including issuing the same employee handbooks and other form agreements; (4)
8 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
9 employment matters; and, (6) DEFENDANTS share employees.

10 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
11 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
12 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
13 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
14 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
15 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
16 Employees.

17 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
18 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
19 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
20 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
21 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
22 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
23 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
24 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
25 and Aggrieved Employees' employment with or without cause. Upon information and belief,
26 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
27 writing the details of their compensation, and the manner in which they were to take meal and rest
28 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked

1 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
2 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

3 15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
4 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
5 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
6 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
7 PLAINTIFF seeks relief in this Complaint.

8 16. By reason of their status as joint employers of PLAINTIFF and Aggrieved
9 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
10 Code and applicable Wage Orders as to all Aggrieved Employees.

11 **PAGA ALLEGATIONS**

12 17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
13 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
14 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the
15 following:

16 All current and former non-exempt employees that worked either directly or via a
17 staffing agency for any one or more DEFENDANTS at any location in California at
18 any time from one year plus 65 days from the filing of the initial Complaint through
19 the present ("PAGA Period").

20 18. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
21 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
22 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
23 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
24 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
25 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
26 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
27 violations.

1 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

2 19. PLAINTIFF, on May 16, 2025, through counsel, gave written notice by online filing
3 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
4 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
5 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
6 certified mail.

7 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
8 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
9 Employees.

10 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
11 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
12 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
13 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
14 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

15 22. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
17 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

18 **FACTUAL ALLEGATIONS**

19 23. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
20 worked for DEFENDANTS in the State of California. At all times referenced herein,
21 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
22 permitted them to work.

23 24. PLAINTIFF worked for DEFENDANTS during the relevant period as a non-exempt
24 employee with a job title of production lead or a similar job title/position beginning in or around
25 2022.

26 25. PLAINTIFF regularly worked shifts lasting at least approximately eight (8) to twelve
27 (12) hours long, at least five (5) days per workweek. DEFENDANTS assigned PLAINTIFF to work
28 at its location in Moreno Valley, California.

1 26. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
2 DEFENDANTS as hours worked.

3 27. At times, DEFENDANTS compensated PLAINTIFF with a base hourly rate of
4 \$23.50.

5 28. At times, DEFENDANTS also compensated PLAINTIFF with shift differential pay
6 and/or other non-discretionary compensation.

7 29. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
8 worked shifts of more than five (5) hours, entitling them to at least one meal period. PLAINTIFF
9 and other Aggrieved Employees consistently worked shifts of more than ten (10) hours, entitling
10 them to a second meal period.

11 30. PLAINTIFF and other Aggrieved Employees would not receive legally compliant
12 thirty (30) minute meal breaks. Aggrieved Employees were consistently unable to take timely, off
13 duty, thirty-minute, uninterrupted meal periods, often being forced to miss meal periods or take
14 interrupted/otherwise legally non-compliant meal periods.

15 31. For example, DEFENDANTS' time records for PLAINTIFF show a clock out for a
16 meal period after the fifth hour of work on including but not limited to the following dates: 11/5/24
17 (showing shift start time of 6:00 p.m. and clock out past the fifth hour at 11:15 p.m.), 11/11/24
18 (showing shift start time of 6:00 p.m. and clock out past the fifth hour at 11:45 p.m.), 1/8/25
19 (showing shift start time of 6:00 p.m. and clock out past the fifth hour at 11:30 p.m.), and 1/10/25
20 (showing shift start time of 6:00 p.m. and clock out past the fifth hour at 11:15 p.m.).
21 DEFENDANTS' wage statements for PLAINTIFF for the pay periods inclusive of these dates do
22 not reflect the payment of any meal period premiums.

23 32. PLAINTIFF was often interrupted/required to return to work while clocked out for
24 first meal periods due to the need to complete assigned job duties, resulting in denied meal periods
25 and off-the-clock work.

26 33. PLAINTIFF did not receive any second meal period when working shifts lasting
27 longer than ten (10) hours, in violation of California meal period law.

28 34. Based on information and belief, at times, DEFENDANTS implemented a policy

1 and/or practice of automatically deducting at least thirty (30) minutes per shift/requiring
2 PLAINTIFF and other Aggrieved Employees to clock out for at least thirty (30) minutes per shift
3 for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other
4 Aggrieved Employees were at times required to work during meal periods and/or other take legally
5 noncompliant meal periods.

6 35. For example, DEFENDANTS' time records for PLAINTIFF show meal periods of
7 precisely thirty minutes on most if not all days showing a clock out for a meal period, including but
8 not limited to the following dates: 11/5/24, 11/11/24, 1/8/25, 1/10/25, 6/23/25, 6/24/25, 6/25/25, and
9 6/27/25.

10 36. Based on information and belief, DEFENDANTS had actual and/or constructive
11 knowledge that their policies and practices resulted in the denial of timely, thirty-minute, meal
12 periods which were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved
13 Employees, in violation of California's meal period laws.

14 37. PLAINTIFF is further informed and believes and thereon alleges that
15 DEFENDANTS had actual and/or constructive knowledge that their unlawful policies and practices
16 resulted in the denial of lawful meal periods owed to PLAINTIFF and other Aggrieved Employees,
17 in violation of California's meal period laws.

18 38. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
19 additional hour of wages at their respective regular rates of compensation for each workday a lawful
20 meal period was not provided.

21 39. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
22 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
23 four (4) hours worked or major fraction thereof, that insofar as practicable, were in the middle of
24 the work period, as required by law.

25 40. For example, PLAINTIFF was at times interrupted during rest periods due to the
26 need to complete assigned job duties.

27 41. Based on information and belief, PLAINTIFF and other Aggrieved Employees were
28 denied third rest periods/compliant third rest periods on shifts lasting longer than ten (10) hours.

1 42. DEFENDANTS did not authorize rest periods in the middle of the work period when
2 practicable.

3 43. Furthermore, DEFENDANTS failed to pay a rest period premium at PLAINTIFF's
4 and other Aggrieved Employees' respective regular rates of pay for each day in which they
5 experienced a missed/unlawful rest period in violation of California law.

6 44. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
7 PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment
8 of minimum and overtime wages.

9 45. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
10 mandated off-the-clock work policies and/or practices.

11 46. For example, DEFENDANTS forced PLAINTIFF to work off-the-clock as a result
12 of its policies and practices of paying according to scheduled hours rather than actual hours worked
13 and/or its rounding policies and/or practices. To this end, most if not all of DEFENDANTS' time
14 records for PLAINTIFF reflect a shift start time and shift end time that are both precisely on the
15 quarter, half or whole hour including but not limited to, DEFENDANTS' time records for
16 PLAINTIFF for the following dates: 11/5/24, 11/11/24, 1/8/25, 1/10/25, 6/23/25, 6/24/25, 6/25/25,
17 and 6/27/25.

18 47. For example, during most if not all workdays during the liability period, PLAINTIFF
19 was required to work off the clock. This usually entailed PLAINTIFF being required to stay at work
20 and continue working after PLAINTIFF had clocked out for the end of PLAINTIFF's shifts,
21 resulting in off-the-clock work and unpaid wages.

22 48. PLAINTIFF was also frequently interrupted and required to complete work tasks
23 while clocked out for meal periods, resulting in off-the-clock work and unpaid wages.

24 49. Based on information and belief, DEFENDANTS had actual and/or constructive
25 knowledge that their off-the-clock work policies and practices resulted in the underpayment of
26 minimum wages owed to PLAINTIFF and other Aggrieved Employees, in violation of California's
27 minimum wage laws.

28 50. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for

1 all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

2 51. Based on information and belief, DEFENDANTS failed and continue to fail to pay
3 twice Aggrieved Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per
4 workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a
5 work week, in violation of California's overtime laws.

6 52. Based on information and belief, DEFENDANTS had actual and/or constructive
7 knowledge that its off-the-clock work policies and practices and other unlawful policies and
8 practices described herein resulted in the underpayment of minimum wages and overtime wages
9 owed to Aggrieved Employees, in violation of California's minimum and overtime wage laws.

10 53. Based on information and belief, DEFENDANTS failed to incorporate all non-
11 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
12 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
13 to calculate the owed overtime rate(s) and/or paid time off rate, resulting in the miscalculation and
14 underpayment of overtime wages owed.

15 54. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
16 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
17 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
18 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
19 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
20 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee.

23 55. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
24 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
25 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
26 Aggrieved Employees (by virtue of off-the-clock work policies and practices and failure to provide
27 duty-free meal periods) which results in a violation of Labor Code section 226(a).

28 56. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved

1 Employees that were not accurate and did not include all of the statutorily required information. As
2 such, DEFENDANTS violated Labor Code section 226.

3 57. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
4 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
5 their job duties without providing reimbursement, in violation of Labor Code section 2802.

6 58. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
7 requiring them to pay for their business expenses including the purchase/maintenance of work
8 shoes/protective/safety gear.

9 59. For example, DEFENDANTS required PLAINTIFF to supply steel-toed boots for
10 work but did not provide any reimbursement for these business expenses.

11 60. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
12 for all reasonable expenses associated with carrying out their duties required that Aggrieved
13 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
14 2802.

15 61. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
16 engaged in these same herein described unlawful practices, which led to violations of the California
17 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
18 unlawful practices to all of its employees that it applied to PLAINTIFF.

19
20
21
22 **FIRST CAUSE OF ACTION**
23 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
24 **2698, *ET SEQ.***
25 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
26 **Defendants)**

27 62. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

28 **Meal Period Violations**

63. California law requires employers to provide employees a duty-free, uninterrupted
thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and

1 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
2 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
3 *Court* (2012) 53 Cal.4th 1004.

4 64. Employers must also provide employees with a second duty-free, uninterrupted thirty
5 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
6 be provided before the end of the 10th hour of work. *Ibid.*

7 65. Employers covered by any and all applicable IWC Wage Orders have an obligation
8 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
9 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
10 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
11 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
12 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
13 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
14 provided”).

15 66. Employers must pay employees an additional hour of wages at the employees’
16 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
17 meal period, first meal period provided after five (5) hours, second meal period provided after 10
18 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
19 provide an employee a meal period in accordance with the applicable provision of this Order, the
20 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
21 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

22 67. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
23 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
24 their meal periods due to the nature and constraints of their job duties, and/or commentary from
25 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

26 68. Also, DEFENDANTS implemented policies and practices that failed to relieve
27 Aggrieved Employees of all duties and DEFENDANTS’ control during meal periods, in violation
28 of California meal period law.

1 69. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
2 actual and/or constructive knowledge that their unlawful policies and practices resulted in the denial
3 of compliant meal periods in violation of California's meal period laws.

4 70. DEFENDANTS also failed to pay all owed premiums at Aggrieved Employees'
5 respective regular rates of pay for missed/otherwise unlawful meal periods in violation of California
6 law.

7 71. These unlawful meal period policies and practices result in violations of Labor Code
8 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
9 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
10 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
11 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

12 **Rest Period Violations**

13 72. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
14 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
15 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
16 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
17 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
18 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
19 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
20 1029). The rest period requirement obligates employers to permit and authorize employees to take
21 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
22 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
23 257. If the employer fails to provide any required rest period, the employer must pay the employee
24 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
25 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
26 applicable IWC Wage Order, §12(B).

27 73. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
28 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards

1 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
2 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
3 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
4 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
5 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
6 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
7 “onus is on the employer to clearly communicate the authorization and permission [to take rest
8 periods] to its employees.”).

9 74. PLAINTIFF and the Aggrieved Employees were not allowed to take legally
10 compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof.
11 As explained above, rest periods were interrupted, cut short, on duty, and/or otherwise subject to
12 DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
13 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
14 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

15 75. DEFENDANTS implemented policies and/or practices that failed to relieve
16 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.
17 Aggrieved Employees were pressured to complete their work duties according to a designated
18 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

19 76. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
20 first meal periods as required by California law.

21 77. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and
22 other Aggrieved Employees at their respective regular rates of pay for each workday in which there
23 was a missed or otherwise unlawful rest period.

24 78. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
25 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
26 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

27 **Minimum and Overtime Wage Violations**

28 79. California law provides that employees in California must be paid for all hours

1 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
2 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
3 The minimum wage standard applies to each hour employees worked for which they were not paid.
4 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
5 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
6 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

7 80. California law also provides that employees in California must be paid overtime,
8 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
9 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
10 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
11 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
12 consecutive day of work in a work week. *Ibid.*

13 81. As explained above, DEFENDANTS violated California's minimum and overtime
14 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
15 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
16 described above which resulted in unpaid minimum and overtime wages.

17 82. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
18 Aggrieved Employees for all hours worked.

19 83. Based on information and belief, DEFENDANTS had actual or constructive
20 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
21 and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

22 84. Based on information and belief, DEFENDANTS failed and continue to fail to pay
23 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
24 in a week.

25 85. Based on information and belief, DEFENDANTS further violated California's
26 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
27 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
28 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to

1 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
2 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
3 other Aggrieved Employees.

4 86. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
5 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
6 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
7 Wage Orders, section 20.

8 **Business Expense Violations**

9 87. California law requires employers to indemnify their employees for all necessary
10 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
11 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
12 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
13 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
14 incurred by the employee enforcing the rights granted by this section.”

15 88. Among other things, under California law, when employees must use their personal
16 cellphones for work-related purposes, the employer must reimburse them for a reasonable
17 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
18 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
19 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
20 *Id.* 1144-1145.

21 89. Further, “any contract or agreement, express or implied, made by any employee to
22 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
23 any employee or his personal representative of any right or remedy to which he is entitled to under
24 the laws of this State.” *See* Cal. Lab. Code section 2804.

25 90. As described above, PLAINTIFF and the Aggrieved Employees were improperly
26 required to pay for business expenses that are legally the responsibility of the employer.

27 91. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
28 full reimbursement for all reasonable expenses associated with carrying out their duties required

1 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
2 expenses in violation of Labor Code section 2802.

3 92. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved
4 Employees have suffered injury in that they were not completely reimbursed as mandated by
5 California law.

6 93. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
7 full reimbursement for all reasonable expenses associated with carrying out their duties required
8 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
9 expenses in violation of Labor Code section 2802.

10 94. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
11 Employees have suffered injury in that they were not completely reimbursed as mandated by
12 California law.

13 95. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
14 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
15 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
16 Code § 2802 and the applicable Wage Order.

17 **Wage Statement Violations**

18 96. California law requires every employer semi-monthly or at the time of each payment
19 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
20 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
21 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
22 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
23 is paid; (7) the name of the employee and only the last four digits of his or her social security number
24 or an employee identification number other than a social security number; (8) the name and address
25 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

27 97. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
28 with meal and rest periods that complied with Labor Code section 226.7, the wage statements

1 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
2 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
3 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
4 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
5 effect during the pay period and the corresponding number of hours worked at each hourly rate by
6 the employee, in violation of Labor Code section 226(a)(9).

7 98. Moreover, due to violations detailed above, including but not limited to,
8 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
9 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
10 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
11 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
12 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
13 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
14 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
15 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

16 99. As explained above, wage statements issued by DEFENDANTS failed to list the
17 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
18 policies and practices described above), which results in a violation of Labor Code section 226(a).
19 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
20 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

21 100. Also, wage statements issued by DEFENDANTS failed to list all applicable hourly
22 rates in effect during the pay period and the corresponding number of hours worked at each hourly
23 rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

24 101. DEFENDANTS' failure to accurately list all hours worked on all wage statements
25 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
26 Employees over whether they received all wages owed to them.

27 102. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
28 they could not easily determine whether they received all wages owed to them and whether they

1 were paid for all hours worked.

2 103. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
3 Aggrieved Employees with accurate, itemized wage statements.

4 104. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
5 Employees have suffered injury. The absence of accurate information on their wage statements has
6 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
7 mathematical computations to determine the amount of wages owed, and will cause difficulty and
8 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
9 submission of inaccurate information about wages and amounts deducted from wages to state and
10 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
11 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
12 and pay records than if DEFENDANT had complied with its legal obligations.

13 105. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
14 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
15 during which the statute provisions were violated. ²

16 106. Under the provisions of PAGA and the above mentioned Labor Code sections,
17 including but not limited to Labor Code sections 201-203, 226, 226.7, 256, 510, 512, 558, 558.1,
18 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all interpretations
19 of these laws by California Courts and administrative bodies, as well as any other law that is
20 enforceable through PAGA, DEFENDANTS are liable for the following penalties:

21 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
22 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
23 pursuant to Labor Code section 2699(a); and

24 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
25 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
26 by Labor Code section 2699(f).

27 107. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~70~~ per employee per violation”).

1 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State
4 of California and all Aggrieved Employees:

- 5 1. For civil penalties under Labor Code Section 2699;
- 6 2. For an order temporarily, preliminarily and permanently enjoining and
7 restraining DEFENDANTS from engaging in similar unlawful conduct as set
8 forth herein;
- 9 3. For reasonable attorney's fees and costs of suit; and
- 10 4. For such other and further relief that the Court deems just and proper.

11
12 Dated: July 31, 2025

CROSNER LEGAL, PC

13
14 By: 
15 Jamie K. Serb, Esq.
16 Brandon Brouillette, Esq.
17 Zachary M. Crosner, Esq.
18 Attorneys for Plaintiff
19 KEVIN WATTERS
20
21
22
23
24
25
26
27
28