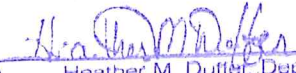


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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

JAN 26 2023

BY:   
Heather M. Duffer, Deputy

Attorneys for Plaintiff DARLENE A. VASQUEZ,  
on behalf of herself and current and former aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

DARLENE A. VASQUEZ, on behalf of herself  
and other aggrieved employees,

Plaintiff,

vs.

REEBOK INTERNATIONAL LTD.; SPARC  
GROUP, LLC; and DOES 1 to 100, inclusive,

Defendants.

Case No. **CV SB 2303627 BY FAX**  
**PAGA ACTION**

**PLAINTIFF DARLENE A.  
VASQUEZ'S COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT  
TO THE PRIVATE ATTORNEYS  
GENERAL ACT OF 2004  
("PAGA"), LABOR CODE  
SECTIONS 2698, ET SEQ.**

**COMES NOW** Plaintiff DARLENE A. VASQUEZ, ("Plaintiff"), who alleges and  
complains against Defendants REEBOK INTERNATIONAL LTD.; SPARC GROUP, LLC; and  
DOES 1 to 100, inclusive (collectively "Defendants") as follows:

**I. INTRODUCTION**

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*  
("PAGA") representative action brought by Plaintiff on behalf of the State of California, herself  
and other current and former aggrieved employees of Defendants who worked as hourly non-  
exempt employees in California during the relevant time period seeking civil penalties associated  
with Defendants' violation of the Labor Code based on Defendants' failure to pay all accrued and  
vested vacation/PTO wages and failure to timely pay full-time employees all wages due upon

**COMPLAINT**

1 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor  
2 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor  
3 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and  
4 others aggrieved.

5 **II. JURISDICTION AND VENUE**

6 2. This Court has jurisdiction over the claims of Plaintiff and all other current and  
7 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks  
8 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly  
9 non-exempt employees, and the State of California in excess of twenty-five thousand dollars  
10 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-  
11 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former  
12 aggrieved California-based hourly non-exempt employees occurred in locations throughout  
13 California, including but not limited to San Bernardino County, at 1 Mills Cir #112, Ontario,  
14 California 91764.

15 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted  
16 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any  
17 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are  
18 tolled from April 6, 2020, until October 1, 2020.

19 **III. PARTIES**

20 4. Plaintiff brings this action as a representative of the Labor and Workforce  
21 Development Agency on behalf of herself and other current and former employees subject to  
22 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is  
23 filed include current, former and/or future employees of Defendants who work, worked, or will  
24 work for Defendants as direct employees as well as temporary employees employed through temp  
25 agencies as hourly non-exempt employees in California. At all times mentioned herein, the  
26 currently named Plaintiff is and was domiciled and a resident and citizen of California and was  
27 employed by Defendants in an hourly position at Defendants' location in San Bernardino from in  
28 or around July 2019, until on or about August 27, 2022.

1           5.     Plaintiff is informed and believes and thereon alleges that Defendant REEBOK  
2 INTERNATIONAL LTD is authorized to do business within the State of California and is doing  
3 business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant  
4 hereto were persons acting on behalf of Defendant REEBOK INTERNATIONAL LTD in the  
5 establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.  
6 Defendant REEBOK INTERNATIONAL LTD operates in San Bernardino County and employed  
7 Plaintiff and aggrieved employees in San Bernardino County, including but not limited to, at 1  
8 Mills Cir #112, Ontario, California 91764.

9           6.     Plaintiff is informed and believes and thereon alleges that Defendant SPARC  
10 GROUP, LLC is authorized to do business within the State of California and is doing business in  
11 the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto  
12 were persons acting on behalf of Defendant SPARC GROUP, LLC in the establishment of, or  
13 ratification of, the aforementioned illegal wage and hour practices or policies. Defendant SPARC  
14 GROUP, LLC operates in San Bernardino County and employed Plaintiff and aggrieved  
15 employees in San Bernardino County, including but not limited to, at 1 Mills Cir #112, Ontario,  
16 California 91764.

17           7.     Plaintiff is informed and believes and thereon alleges that Defendants DOES 1  
18 through 50 are corporations, or are other business entities or organizations of a nature unknown to  
19 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted  
20 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and  
21 working conditions of employment of Plaintiff and aggrieved employees.

22           8.     Plaintiff is informed and believes and thereon alleges that Defendants DOES 51  
23 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued  
24 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,  
25 supervisor, independent contractor and/or employee of each defendant who violated or caused to  
26 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of  
27 the Industrial Welfare Commission's wage orders regulating hours and days of work.

28           9.     Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff

sues said defendants by said fictitious names, and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named defendants is in some manner responsible for the events and allegations set forth in this complaint.

10. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

**FIRST CAUSE OF ACTION**

## CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

**GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

**(Against all Defendants by Plaintiff)**

11. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12. During the period beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 227.3 and Sections 14 and 15 of the applicable Wage Orders.

13. Specifically, Defendants have committed the following violations of California Labor Code:

14. **Failure to pay all accrued and vested vacation/PTO wages:** Labor Code section 227.3 states in relevant part “...whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served...” Given this, vacation/PTO wages are deferred wages that vest once accrued and an employer must pay its employees all unused vested vacation/PTO at the time of termination at the employees’ final rate of pay.

15. Defendants maintained a policy and/or procedure where Plaintiff and other current and former aggrieved California-based hourly non-exempt employees accrued paid vacation time

1 and/or personal time off (“PTO”).

2 16. Plaintiff and other current and former aggrieved California-based hourly non-  
3 exempt employees regularly worked enough hours to accrue vested vacation/PTO wages.  
4 Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their  
5 failure to pay accrued and vested vacation/PTO wages upon the separation of their employment.

6 17. **Failure to pay employees all wages due at time of termination/resignation:** An  
7 employer is required to pay all unpaid wages timely after an employee’s employment ends. The  
8 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)  
9 hours of resignation (Labor Code section 202).

10 18. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay  
11 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees  
12 all their earned wages (including minimum wages, overtime wages, meal period premium wages,  
13 and/or rest period premium wages), Defendants failed to pay those employees timely after each  
14 employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

15 19. Defendants’ violations of Wage Order 7 constituted violations of Labor Code  
16 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

17 20. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved  
18 employee, on behalf of himself or herself and other current or former employees, to bring a civil  
19 action to recover civil penalties against all Defendants pursuant to the procedures specified in  
20 Labor Code section 2699.3.

21 21. Plaintiff has complied with the procedures for bringing suit specified in Labor  
22 Code section 2699.3. On November 22, 2022, Plaintiff filed a PAGA Claim Notice with the  
23 LWDA and provided notice to Defendants by certified mail which provided notice of the specific  
24 provisions of the Labor Code alleged to have been violated, including the facts and theories to  
25 support the violations alleged.

26 22. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by  
27 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code  
28 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the

1 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends  
2 to investigate Plaintiff's claims.

3 23. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil  
4 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 227.3 beginning one  
5 (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in  
6 the following amounts:

7 a. For violations of Labor Code sections 201, 202, 203, one hundred dollars  
8 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred  
9 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty  
10 amounts established by Labor Code section 2699(f)(2)].

11 **PRAYER FOR RELIEF**

12 **WHEREFORE, PLAINTIFF, ON BEHALF OF HERSELF AND ON OTHER**  
13 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

14 **ON THE FIRST CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the Labor Code and  
16 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

17 2. For any and all legally applicable penalties during the relevant statute of limitations  
18 subject to any permissible tolling, including but not limited to those recoverable under the  
19 California Labor Code, including but not limited to section 2699(f);

20 3. For attorneys' fees and costs of suit, including but not limited to those recoverable  
21 under California Labor Code section 2699(g); and

22 4. For such and other further relief, in law and/or equity, as the Court deems just or  
23 appropriate

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Dated: January 26, 2023

Respectfully submitted,  
**LAVI & EBRAHIMIAN, LLP**

By: *Vincent C. Granberry*  
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aggrieved employees