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Superior Court of California
County of Stanislaus
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BAILEY SHEPARD, individually
and on behalf of others similarly situated

This case has been assigned to Judge Freeland, John D
Department 23, for all purposes including Trial.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

BAILEY SHEPARD, individually and on behalf
of others similarly situated,

Plaintiff,

vs.

S2A MODULAR 2, LLC, a Delaware Limited
Liability Company, and DOES 1 through 25,
inclusive,

Defendants.

Case No.: CV-25-011538
**CLASS ACTION COMPLAINT FOR
DAMAGES AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

- (1) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (2) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (3) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (4) Violation of Cal. Labor Code §§ 201, 202 and 203 (Untimely Final Wages)
- (5) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (6) Violation of Cal. Business & Professions Code § 17200, *et seq.*
- (7) Violation of Cal. Labor Code § 2699, *et seq.* (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff BAILEY SHEPARD (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows against Defendants S2A MODULAR 2, LLC, and DOES 1 through 25, inclusive (“Defendants”):

INTRODUCTION

1. Plaintiff brings this action against Defendants for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages during and upon termination of employment, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s First through Sixth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members”) pursuant to California Code of Civil Procedure § 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof of trial.

3. Plaintiff’s Seventh Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendant S2A MODULAR 2, LLC against whom one of more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code §§ 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

JURISDICTION AND VENUE

4. This is a class action brought pursuant to California Code of Civil Procedure § 382.

5. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

6. This Court has jurisdiction over this action pursuant to the California Constitution,

1 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
2 those given by statute to other courts. The statutes under which this action is brought do not specify
3 any other basis for jurisdiction.

4 7. This Court has jurisdiction over all Defendants because, upon information and belief,
5 Defendants are either citizens of California, have sufficient minimum contacts in California, or
6 otherwise intentionally avail themselves of the California market so as to render the exercise of
7 jurisdiction over them by the California courts consistent with traditional notions of fair play and
8 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
9 solely on California law.

10 8. Venue is proper in this Court because, upon information and belief, Defendants
11 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
12 County of Stanislaus.

13 **THE PARTIES**

14 9. At all times herein mentioned, Defendant S2A MODULAR 2, LLC, was and is, an
15 employer who does business in California, with locations throughout the state of California, and whose
16 employees are engaged throughout Stanislaus County and the State of California.

17 10. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
18 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
19 serve such fictitiously named Defendants once their names and capacities become known.

20 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
21 omissions alleged herein were performed by, or are attributable to S2A MODULAR 2, LLC, and/or
22 DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working
23 in concert with, each of the other co-Defendants and within the course and scope of such agency,
24 employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The
25 acts of any and all Defendants represent and were in accordance with Defendants’ official policies.

26 12. At all relevant times, Defendants were the employers of Plaintiff within the meaning
27 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
28 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make

each of said Defendant employers liable under the statutory provisions set forth herein.

13. Defendants had the authority to hire and terminate Plaintiff and the other class members, to set work rules and conditions governing Plaintiff and the other class members' employment, and to supervise their daily employment activities.

14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' employment for them to be joint employers of Plaintiff and the other class members.

15. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members.

16. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

17. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

18. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

19. Plaintiff worked for Defendants from approximately January 15, 2022, through approximately September 12, 2025, as an Electrician. Defendants jointly and severally employed Plaintiff based in Patterson, California.

20. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff and the class members to failing to provide all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing

1 to reimburse necessary business-related expenses and failing to adhere to other related protections
2 afforded by the California Labor Code and the applicable Industrial Welfare Commission Wage Order.

3 21. Defendants knew or should have known that they had a duty to compensate Plaintiff
4 and the class pursuant to California law. Defendants had the financial ability to pay such
5 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
6 profits.

7 **CLASS ACTION ALLEGATIONS**

8 22. Plaintiff brings this lawsuit as a class action on behalf of Plaintiff and all others
9 similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure
10 § 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
11 superiority requirements under California Code of Civil Procedure § 382.

12 23. The proposed class is defined as follows:

13 **All current and former non-exempt employees who worked for**
14 **Defendants in the State of California at any time during the period**
15 **from four years prior to the date of the filing of this Complaint until**
16 **final judgment.**

17 24. Plaintiff reserves the right to establish additional subclasses as appropriate.

18 25. There is a well-defined community of interest in the litigation and the Class is easily
19 ascertainable.

20 26. The Class is so numerous that the individual joinder of all its members is impracticable.
21 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
22 numbers of class members and their identities can be ascertained through appropriate discovery from
23 records maintained by Defendants and their agents.

24 27. Common questions of fact and law exist as to all class members, which predominate
25 over any questions affecting only individual members of the Class. The common legal and factual
26 questions which do not vary from class member to class member, and which may be determined
27 without reference to the individual circumstances of any class member include, but are not limited to,
28 the following:

- i. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members;
- ii. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members;
- iii. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- iv. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- v. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- vi. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- vii. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, § 226;
- viii. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- ix. Whether Defendants' conduct was willful or reckless;
- x. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, *et seq.*;
- xi. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xii. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

28. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff

intends to prosecute this action vigorously.

29. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

30. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

31. At all times set forth herein, PAGA applied to Plaintiff's employment with Defendant S2A MODULAR 2, LLC.

32. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages, and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA") for violations 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 employees pursuant to procedures outlined in California Labor Code § 2699.3.

33. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

1 34. Plaintiff was employed by Defendant S2A MODULAR 2, LLC and the alleged
2 violations were committed against him during his time of employment with S2A MODULAR 2, LLC
3 and he is, therefore, an aggrieved employee. Plaintiff and the other employees are “aggrieved
4 employees” as defined by California Labor Code § 2699(c) in that they are current or former
5 employees of Defendant S2A MODULAR 2, LLC and one of more of the alleged violations were
6 committed against them.

7 35. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
9 have been met:

10 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
11 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
12 Labor Code alleged to have been violated, including the facts and theories to support the
13 alleged violations.

14 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
15 aggrieved employee by certified mail that it does not intend to investigate the alleged
16 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
17 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-
18 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
19 employee may commence a civil action pursuant to California Labor Code § 2699 to
20 recover civil penalties in addition to any other penalties to which the employee may be
21 entitled.

22 36. On July 14, 2025, Plaintiff provided notice by electronic submission to the LWDA and
23 by certified mail to Defendant S2A MODULAR 2, LLC regarding the specific provisions of the Labor
24 Code alleged to have been violated, including the facts and theories to support the alleged violations,
25 pursuant to California Labor Code § 2699.3. **A true and correct copy of the Employee’s Notice is**
26 **attached hereto as Exhibit A.**

27 37. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of providing
28 the Employee’s Notice.

38. Therefore, the administrative prerequisites under California Labor Code § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code §§201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

39. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

40. California Labor Code §§ 226.7 and 512(a) and the applicable Wage Order govern Plaintiff and the other class members' employment by Defendants.

41. California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Order.

42. The applicable IWC Wage Order and California Labor Code § 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

43. The applicable IWC Wage Order and California Labor Code § 512(a) further provides that an employer may not require, cause, or permit an employee to work a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

44. Plaintiff and the other class members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not

1 less than thirty (30) minutes.

2 45. Plaintiff and the other class members who were scheduled to work for shifts in excess
3 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated
4 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
5 an uninterrupted meal period of not less than thirty (30) minutes.

6 46. Defendants intentionally and willfully required Plaintiff and the other class members
7 to work during meal periods and failed to compensate Plaintiff and the other class members for work
8 performed during meal periods. This includes, among other things, requiring Plaintiff and class
9 members to work through their lunch breaks, permitting and/or requiring Plaintiff and class members
10 to take late lunch breaks, permitting and/or requiring Plaintiff and class members to take short lunch
11 breaks, interrupting and/or allowing others to interrupt Plaintiff and class members during their lunch
12 breaks, failing to relieve Plaintiff and class members of all duties during their lunch breaks, and
13 restricting Plaintiff and class members from leaving the premises during their lunch breaks.

14 47. During the relevant time period, Defendants failed to pay Plaintiff and the other class
15 members all meal period premiums due pursuant to California Labor Code §§ 226.7 and 512 and the
16 applicable Wage Order. Defendants' conduct therefore violates the applicable IWC Wage Order, and
17 California Labor Code §§ 226.7 and 512(a).

18 48. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
19 Plaintiff and the other class members are entitled to recover from Defendants one additional hour of
20 pay at their regular rate of compensation for each workday that a compliant meal period was not
21 provided.

22 **SECOND CAUSE OF ACTION**

23 **VIOLATION OF LABOR CODE SECTION 226.7**

24 **Rest Break Violations**

25 **(Against All Defendants and DOES 1 – 25)**

26 49. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 50. California Labor Code § 226.7 and the applicable IWC Wage Order govern Plaintiff

1 and the other class members' employment by Defendants.

2 51. California Labor Code § 226.7 provides that no employer shall require an employee to
3 work during any rest period mandated by an applicable order of the California IWC.

4 52. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
5 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
6 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
7 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
8 work time is less than three and one-half (3½) hours."

9 53. Defendants routinely required Plaintiff and the other class members to work three and
10 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
11 per each four (4) hour period, or major fraction thereof, worked.

12 54. Moreover, Defendants willfully required, suffered and permitted Plaintiff and the other
13 class members to work during what should have been their rest periods. Defendants also failed to
14 relieve Plaintiff and the other class members of all duties for ten (10) minutes as required for compliant
15 rest breaks.

16 55. As a result, Plaintiff worked through rest periods, took late rest periods, took
17 interrupted rest periods, and/or took short rest periods, if at all.

18 56. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
19 Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour
20 of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were
21 not provided.

22 57. Defendants had no policy and/or practice to pay a premium when rest periods were
23 missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus
24 Defendants failed to pay Plaintiff and the other class members the full rest period premium due to
25 them in violation of California Labor Code § 226.7 and the applicable IWC Wage Orders.

26 58. Pursuant to the applicable IWC Wage Orders and California Labor Code § 226.7(c),
27 Plaintiff and the other class members are entitled to recover from Defendants one additional hour of
28 pay at their regular rate of compensation for each workday complaint rest period(s) were not

1 provided.

2 **THIRD CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTION 226(a)**

4 **Failure to Provide Accurate Wage Statements**

5 **(Against All Defendants and DOES 1 – 25)**

6 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 60. At all material times set forth herein, California Labor Code § 226(a) provides that
9 every employer shall furnish each of its employees an accurate itemized wage statement in writing,
10 including, but not limited to, the name and address of the legal entity that is the employer, total hours
11 worked, and all applicable hourly rates.

12 61. As a result of the violations set forth in detail above (meal break violations and rest
13 break violations), Defendants intentionally and willfully failed to provide Plaintiff and the other class
14 members with complete and accurate wage statements. The deficiencies include, among other things,
15 the failure to state all hours worked, the failure to state the actual gross wages earned, the failure to
16 include meal and rest break premiums, the failure to include correct rates of pay, and other omissions
17 and inaccuracies apparent from the face of the wage statements. Accordingly, Defendants violated
18 California Labor Code § 226(a).

19 62. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
20 the other class members have suffered injury and damage to their statutorily protected rights.

21 63. Specifically, Plaintiff and the other class members have been injured by Defendants'
22 intentional violation of California Labor Code § 226(a) because they were denied both their legal right
23 to receive, and their protected interest in receiving, accurate, itemized wage statements under
24 California Labor Code § 226(a). In addition, because Defendants failed to provide the accurate number
25 of total hours worked on wage statements, Plaintiff and the other class members have been prevented
26 by Defendants from determining if all hours worked were paid and the extent of the underpayment.
27 Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct time records,
28 and perform computations in order to analyze whether in fact Plaintiff and the other class members

1 were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses
2 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
3 Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
4 ability to demand and recover the underpayment of wages from Defendants.

5 64. Plaintiff and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
7 § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

10 **Final Wages Not Timely Paid**

11 **(Against All Defendants and DOES 1 – 25)**

12 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 66. Pursuant to California Labor Code §§ 201, 202, and 203, Defendants are required to
15 timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
16 § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
17 at the time of discharge are due and payable immediately. California Labor Code § 202 mandates that
18 if an employee quits, his or her wages shall become due and payable not later than seventy-two (72)
19 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention
20 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

21 67. California Labor Code § 203 provides that if an employer willfully fails to pay, in
22 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged
23 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the
24 same rate until paid or until an action therefore is commenced; but the wages shall not continue for
25 more than thirty (30) days.

26 68. As a result of the violations set forth in detail above (meal break violations and rest
27 break violations), at the time that Plaintiff and the other class members' employment with Defendants
28 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all

1 wages owed to them pursuant to California Labor Code §§ 201 and 202, including, without limitation,
2 eighty (80) hours of straight-time wages, meal period premium wages, and rest period premium wages,
3 and all wages due to Plaintiff and class members as they became due, as required per California Labor
4 Code §204.

5 69. As a result, Plaintiff and the other class members are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
7 together with interest thereon, as well as other available remedies.

8 **FIFTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

10 **Failure to Reimburse Necessary Business Expenses**

11 **(Against All Defendants and DOES 1 – 25)**

12 70. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 71. Pursuant to California Labor Code §§ 2800 and 2802, an employer must reimburse its
15 employees for all necessary expenditures incurred by the employee in direct consequence of the
16 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
17 consequence of his or her obedience to the directions of the employer.

18 72. Plaintiff and the other class members incurred necessary business-related expenses and
19 costs that were not fully reimbursed by Defendants, including, but not limited to, (a) being required to
20 download an application on their personal cellular devices for time keeping and payroll purposes; (b)
21 being required to use their personal vehicles to run work-related errands, such as picking up supplies
22 from nearby vendors; and (c) being required to provide their own tools, despite earning less than twice
23 the minimum wage.

24 73. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
25 members for all necessary business-related expenses and costs. Plaintiff and the other class members
26 are entitled to recover from Defendants their business-related expenses and costs incurred during the
27 course and scope of employment, plus interest accrued from the date on which Plaintiff and the other
28 class members incurred the necessary expenditures at the same rate as judgments in civil actions in

1 the State of California.

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF CAL. BUS. & PROF. CODE SECTIONS 17200 *ET. SEQ.***

4 **Unfair and Unlawful Business Practices**

5 **(Against All Defendants and DOES 1 – 25)**

6 74. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 75. Each and every one of Defendants' acts and omissions in violation of the California
9 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
10 Defendant's failure and refusal to provide required meal periods and/or pay meal period premiums,
11 Defendants' failure and refusal to provide required rest periods and/or pay the required rest break
12 premiums, Defendants' failure to timely pay wages at the correct rate during employment, Defendants'
13 failure and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to
14 reimburse business-related expenses, and Defendants' failure to timely pay wages upon termination
15 constitutes an unfair and unlawful business practice under California Business and Professions Code
16 §§ 17200 *et seq.*

17 76. Defendants' violations of California wage and hour laws constitute an unfair and
18 unlawful business practice because Defendants' aforementioned acts and omissions were done
19 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
20 and the other class members.

21 77. Defendants have avoided payment of meal period premiums, rest period premiums,
22 timely wages at the correct rate of pay, and other benefits as required by the California Labor Code,
23 the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have
24 failed to record, report, and pay the correct sums of assessment to the state authorities under the
25 California Labor Code and other applicable regulations.

26 78. As a result of Defendants' unfair and unlawful business practices, Defendants have
27 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
28 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge

1 their ill-gotten gains and to restore them to Plaintiff and the other class members.

2 79. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
3 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
4 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
5 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
6 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
7 time of trial.

8 **SEVENTH CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.**

10 **(Against Defendant and DOES 1-25)**

11 80. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 81. PAGA expressly provides for a private right of action to recover civil penalties for
14 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
15 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
16 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
17 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
18 brought by an aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

20 82. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
21 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
22 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

23 83. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
24 as defined by California Labor Code §2699(c) in that they are all current or former employees of
25 Defendant S2A MODULAR 2, LLC, and one or more of the alleged violations were committed against
26 them.

27 84. Defendant S2A MODULAR 2, LLC' conduct, as alleged herein, violates numerous
28 sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of California Labor Code §§ 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;
- (b) Violation of California Labor Code §§ 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;
- (c) Violation of California Labor Code § 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (d) Violation of California Labor Code § 226.7 for failure to pay required rest period premiums, as set forth more fully below;
- (e) Violation of California Labor Code § 204 for failure to timely pay wages to Plaintiff and aggrieved employees during employment, as set forth more fully before;
- (f) Violation of California Labor Code §§ 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code § 226(a) for failure to provide accurate wage statements to Plaintiff and aggrieved employees, as set forth more fully below;
- (h) Violation of California Labor Code § 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below; and
- (i) Violation of California Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below.

85. Pursuant to PAGA, and in particular Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendant S2A MODULAR 2, LLC for violations of Labor Code sections set forth herein, including penalties under California Labor Code §§ 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

86. Pursuant to California Labor Code § 2699(i), civil penalties recovered by Aggrieved

1 Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for the enforcement
2 of labor laws and education of employers and employees about their rights and responsibilities and
3 thirty-five (35%) to the Aggrieved Employees.

4 87. Plaintiff retained counsel to file this court action, and to assess and collect the civil
5 penalties owed by Defendant S2A MODULAR 2, LLC. Plaintiff therefore seeks an award of
6 reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other
7 applicable statute.

8 **PRAYER FOR RELIEF**

9 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
10 Defendants, jointly and severally, as follows:

11 **Class Certification**

- 12 1. That this action be certified as a class action;
- 13 2. That Plaintiff be appointed as the representative of the Class;
- 14 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 15 4. That Defendants provide to Class Counsel immediately the names and most current/last
16 known contact information (address, e-mail and telephone numbers) of all class members.

17 **As to the First Cause of Action**

- 18 5. That the Court make an award to Plaintiff and the other class members of one (1) hour
19 of pay at each employee's regular rate of compensation for each workday that a meal period was not
20 provided;

- 21 6. For all actual, consequential, and incidental losses and damages, according to proof;
 - 22 1. For premium wages pursuant to California Labor Code § 226.7(c);
- 23 7. For pre-judgment interest on any unpaid wages from the date such amounts were due;
- 24 8. For reasonable attorneys' fees and costs of suit incurred herein;
- 25 9. For such other and further relief as the Court may deem just and proper.

26 **As to the Second Cause Action**

- 27 10. That the Court make an award to Plaintiff and the other class members of one (1) hour
28 of pay at each employee's regular rate of compensation for each workday that a rest period was not

provided;

11. For all actual, consequential, and incidental losses and damages, according to proof;
2. For premium wages pursuant to California Labor Code § 226.7(c);
12. For pre-judgment interest on any unpaid wages from the date such amounts were due;
13. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

14. For actual, consequential and incidental losses and damages, according to proof;
3. For statutory penalties pursuant to California Labor Code § 226(e);
4. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(g);
15. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

16. For all actual, consequential, and incidental losses and damages, according to proof;
17. For statutory wage penalties pursuant to California Labor Code § 203 for Plaintiff and the other class members who have left Defendants' employ;
18. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
19. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

20. For actual, consequential and incidental losses and damages, according to proof;
21. For the imposition of civil penalties and/or statutory penalties;
22. For punitive damages and/or exemplary damages according to proof at trial;
23. For reasonable attorneys' fees and costs of suit incurred herein; and
24. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

25. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;
5. For the appointment of a receiver to receive, manage and distribute any and all funds

1 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
2 result of violation of California Business and Professions Code §§ 17200, *et seq.*;

3 6. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
4 Code of Civil Procedure § 1021.5;

5 7. For injunctive relief to ensure compliance with this section, pursuant to California
6 Business and Professions Code §§ 17200, *et seq.*; and

7 8. For such other and further relief as the Court may deem proper.

8 26. **As to the Seventh Cause of Action**

9 9. For civil penalties pursuant to California Labor Code §§ 2699(a), (f), and (g), plus costs
10 and attorneys' fees; and

11 10. For such other and further relief as the Court may deem proper.

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13 DATED: November 24, 2025

ABRAMSON LABOR GROUP

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18 By: _____

Megan E. Ross

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20 *Attorneys for Plaintiff*
21 *BAILEY SHEPARD, individually and on behalf*
22 *of others similarly situated*
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1 **DEMAND FOR JURY TRIAL**

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3 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

4

5 DATED: November 24, 2025

ABRAMSON LABOR GROUP

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9 By: _____

Megan E. Ross

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11 *Attorneys for Plaintiff*

12 *BAILEY SHEPARD, individually and on behalf*

13 *of others similarly situated*

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