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

JOHN VEGA and JAIME ORTIZ, on behalf  
of the State of California as the Real Party in  
Interest;

Plaintiffs,

vs.

STATEWIDE PEST CONTROL CO., INC., a  
California Corporation; and DOES 1 through  
20, inclusive;

Defendants.

Case No.: **CVRI2601972**

**REPRESENTATIVE ENFORCEMENT  
ACTION COMPLAINT [Private  
Attorneys General Act of 2004 ("PAGA"),  
Lab. Code § 2698, *et seq.*]**

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Pay Vested Vacation;
- (7) Failure to Timely Pay Final Wages; and
- (8) Failure to Provide Accurate Itemized Wage Statements

1 Plaintiffs John Vega and Jaime Ortiz (“Plaintiffs”) bring this Private Attorneys General  
2 Act (“PAGA”) Representative Action Complaint (“Complaint”), on behalf of the State of  
3 California as the real party in interest,<sup>1</sup> against Defendants as follows.

4 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

5 1. Plaintiffs bring this action against their former employer(s), Defendants Statewide  
6 Pest Control Co., Inc., dba Stanley Pest Control, and DOES 1 through 20, inclusive,  
7 (collectively, “Defendants”) on behalf of the State of California, seeking civil penalties under  
8 PAGA for Labor Code violations committed against all current and former nonexempt  
9 employees employed by Defendants in California within the last one year and 65 days prior to  
10 the filing of this action (hereinafter, the “Aggrieved Employees”). Such violations include, but  
11 are not limited to, Defendants’ failure to pay all wages owed, including minimum, regular, and  
12 overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to  
13 reimburse business expenses, failure to pay all vested vacation owed upon separation of  
14 employment, failure to timely pay wages each period and upon separation of employment, and  
15 failure to provide accurate itemized wage statements.

16 2. Plaintiff Vega was employed by Defendants through 2025; Plaintiff Ortiz has  
17 been employed by Defendants since 2022. Plaintiffs allege on information and belief that the  
18 Aggrieved Employees were subjected to the same policies, working conditions, and  
19 corresponding wage and hour violations to which Plaintiffs were subjected during employment.

20 3. Plaintiffs and the Aggrieved Employees were not provided all minimum, regular,  
21 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours  
22 worked, which led to frequent and reoccurring unpaid compensable time. For example,  
23 Defendants frequently required Plaintiffs and the Aggrieved Employees to perform pre- and  
24 post-shift work without compensation. These practices violate California law. *Troester v.*  
25 *Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow employers to  
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27 <sup>1</sup> Because a PAGA action is aimed at deterring and punishing violations of the Labor Code, the  
28 State of California “is always the real party in interest in the suit.” *Iskanian v. CLS Transp. of*  
*Los Angeles, LLC* (2014) 59 Cal.4th 348, 360; *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175,  
185 (all PAGA claims “are brought on the state’s behalf”).

1 require employees to routinely work for minutes off the clock without compensation”); *Frlekin v.*  
2 *Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company’s  
3 control and where the tasks served the employer’s interests).

4 4. Additionally, Plaintiffs and the Aggrieved Employees often worked more than 8  
5 hours per day and/or 40 hours per week yet did not receive all required overtime and doubletime  
6 compensation on such occasions. Also, at all relevant times, Plaintiffs and the Aggrieved  
7 Employees were compensated on an hourly basis plus additional earned compensation (such as  
8 bonuses and other earned compensation). However, when the Aggrieved Employees worked  
9 overtime hours and earned additional compensation during the same workweek, Defendants  
10 failed to properly include these amounts in the calculations for the regular rate of pay – in  
11 violation of California law and which led to the failure to pay proper overtime, sick time, meal  
12 premiums, and other wages.

13 5. Plaintiffs and the Aggrieved Employees were also denied 30-minute off-duty  
14 meal periods, as mandated by California law. As a result of Defendants’ policies and practices,  
15 the Aggrieved Employees were subjected to meal period violations when they were: (1) unable  
16 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the  
17 control of Defendants [and they were forced to record a meal period despite one not occurring,  
18 leading to unpaid wages described herein], (3) forced to take a shortened meal period, (4) forced  
19 to take a meal period after the 5th hour of work, and (5) not provided mandated second meal  
20 periods for shifts in excess of 10 hours. Defendants also failed to record or keep accurate  
21 information regarding when Plaintiffs and the Aggrieved Employees took their meal periods, in  
22 violation of the applicable IWC Wage Order § 7(A)(3).

23 6. Defendants also failed to provide Plaintiffs and the Aggrieved Employees with 10  
24 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated  
25 by California law. Defendants did not schedule rest breaks for Plaintiffs and the Aggrieved  
26 Employees and the Aggrieved Employees were often not authorized and/or permitted to take  
27 mandated rest breaks due to being overwhelmed by their hectic workload. Furthermore, on  
28 occasions when Plaintiffs and the Aggrieved Employees worked longer shifts, Defendants failed

1 to authorize and/or permit additional mandated rest breaks.

2 7. Moreover, at all relevant times, Defendants required Plaintiffs and the Aggrieved  
3 Employees to incur necessary business-related expenses and costs without reimbursement,  
4 including, but not limited to, being required to use personal cell phones and being required to  
5 supply tools and equipment to perform their tasks for Defendants.

6 8. Also, at all relevant times, Defendants utilized a policy and practice through  
7 which Plaintiffs and the Aggrieved Employees accrued vacation and/or paid time off hours  
8 (collectively, “vacation hours”). California law, specifically Labor Code § 227.3, requires  
9 Defendants to pay all accrued and unused vacation hours upon separation of employment at the  
10 final rate of pay. However, Defendants failed to pay all accrued and unused vacation hours to  
11 the Aggrieved Employees upon separation of employment. And, for vacation hours that  
12 Defendants *did* pay, Defendants failed to calculate and pay for said hours at the “final rate” of  
13 pay as required by Labor Code § 227.3.

14 9. Plaintiffs further allege that they and the Aggrieved Employees were not paid all  
15 wages due and owing each pay period (Labor Code § 204) and upon separation of employment  
16 within the time required by Labor Code §§ 201 – 203. Plaintiffs further allege that Defendants  
17 engaged in the practice of failing to pay all wages due and owing to Plaintiffs and the Aggrieved  
18 Employees at the time their employment ended with Defendants, including, but not limited to  
19 minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

20 10. Plaintiffs further allege that Defendants failed to provide accurate itemized wage  
21 statements that fully complied with the requirements of Labor Code § 226(a).

22 11. Plaintiffs allege that Defendants’ violations of the wage and hour components of  
23 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their  
24 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over  
25 its competitors.

26 12. At all material times, Defendants and DOES 1 through 20 were and/or are the  
27 Aggrieved Employees’ employers or persons acting on behalf of the Aggrieved Employees’  
28 employer, within the meaning of California Labor Code § 558, who violated or caused to be

1 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
2 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each  
3 underpaid employee as set forth in Labor Code § 558 and under California law.

4 13. Plaintiffs bring this lawsuit on behalf of the State of California, as the real party in  
5 interest, to recover all applicable and available PAGA remedies for violations of the California  
6 Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys'  
7 fees, costs, and/or other damages as permitted by PAGA. Plaintiffs reserve the right to name  
8 additional representatives throughout the State of California.

9 **II. JURISDICTION**

10 14. This Court has jurisdiction over the claims for relief of Plaintiffs and the  
11 Aggrieved Employees pursuant to the Labor Code and the IWC Wage Orders.

12 **III. VENUE**

13 15. Venue as to each Defendant is proper in this Court pursuant to Code of Civil  
14 Procedure § 395(a) because: Defendants transact business in Riverside County, the unlawful acts  
15 alleged herein have a direct effect on the Aggrieved Employees in Riverside County, and  
16 Defendants employs/employed Aggrieved Employees in Riverside County. *Crestwood*  
17 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069, 1075 (“venue is proper in  
18 any county in which an aggrieved employee worked and Labor Code violations allegedly  
19 occurred.”).

20 **IV. PARTIES**

21 **Plaintiff**

22 16. Plaintiffs and PAGA Representatives John Vega and Jaime Ortiz were employed  
23 by Defendants and performed work for Defendants during the relevant periods herein.

24 **Defendants**

25 17. Plaintiffs allege that Defendant Statewide Pest Control Co., Inc., dba Stanley Pest  
26 Control, is a California corporation authorized to and doing business in Riverside County and is  
27 or was the legal employer of Plaintiffs and the Aggrieved Employees during the applicable  
28 periods.

1           18.     Plaintiffs are ignorant of the true names, capacities, relationships, and extent of  
2 participation in the conduct herein alleged, of Defendants sued herein as DOES 1 through 20,  
3 inclusive, but on information and belief allege that those Defendants are legally responsible for  
4 the payment of penalties and damages to Plaintiffs and all Aggrieved Employees by virtue of  
5 Defendants' unlawful actions and practices and therefore sue these Defendants by such fictitious  
6 names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE  
7 Defendants when ascertained.

8           19.     Plaintiffs are informed and believe and thereon allege that they and the Aggrieved  
9 Employees worked under the joint direction and control of Defendants and that Defendants, and  
10 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,  
11 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of  
12 each Defendant are legally attributable to the other Defendants. On information and belief, a  
13 unity of interest and ownership between each Defendant exists such that all Defendants acted as  
14 a single employer of Plaintiffs and other Aggrieved Employees.

15           20.     Furthermore, Plaintiffs are informed and believe and thereon allege that  
16 Defendants, and each of them, are an integrated enterprise and should be treated as a single  
17 employer because these entities share an interrelation of operations, with common human  
18 resources and personnel policies and shared common offices and facilities. Additionally,  
19 Plaintiffs allege that Defendants also have a shared website, common management, a centralized  
20 control of labor operations, and common ownership or financial control.

21           21.     Plaintiffs are informed and believe and thereon allege that, in conducting  
22 themselves in the manner described herein, Defendants, and each of them, were acting in active  
23 concert with one another such that the acts of each were and are fully attributable to the others in  
24 all material respects. Plaintiffs are further informed and believe that at all relevant times  
25 Defendants and each of them are now, and at all material times herein mentioned were, the  
26 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining  
27 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and  
28 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of

1 their remaining co-Defendants.

2 22. Plaintiffs are further informed and believe that at all relevant times, Defendants  
3 have been inadequately capitalized to conduct business, have failed to follow appropriate  
4 corporate formalities, and have simply been a shell and instrumentality through which  
5 Defendants DOES 11 through 20, inclusive, have conducted their personal affairs. Accordingly,  
6 the corporate veil should be pierced, and any liability attached to Defendants should be imposed  
7 jointly and severally against Defendants DOES 11 through 20. Adherence to the fiction of the  
8 separate existence of these corporate entities would permit abuse of the corporate privilege,  
9 thereby sanctioning fraud and promoting injustice.

10 **V. PAGA CAUSES OF ACTION (Labor Code §§ 2698 – 2699.5)**

11 23. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
12 alleged herein.

13 24. Plaintiffs are “aggrieved employees” under the PAGA as they were employed by  
14 Defendants during the applicable statutory period and suffered one or more of the Labor Code  
15 violations alleged herein. As such, Plaintiffs may recover the remedies described herein in a civil  
16 action filed on behalf of the State of California and for violations committed against the  
17 Aggrieved Employees.

18 25. Plaintiffs seek to recover all applicable and available PAGA remedies pursuant to  
19 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by  
20 PAGA through a representative action pursuant to the PAGA and the California Supreme Court  
21 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiffs are not required to, nor  
22 do they, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

23 26. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave written notice by online filing  
24 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to  
25 Defendants of the specific provisions of the Labor Code alleged to have been violated, including  
26 the facts and theories to support the alleged violations. Sixty-five (65) days have elapsed since  
27 Plaintiffs provided notice of the claims alleged herein without the LWDA assuming jurisdiction,  
28 Plaintiffs have fully satisfied the administrative prerequisites for bringing suit under the PAGA.

1 **FIRST CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY MINIMUM WAGES**

3 (Labor Code §§ 200, 1194, 1194.2, 1197; IWC Wage Order § 4)

4 *Plaintiffs and the Aggrieved Employees Against All Defendants*

5 27. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
6 alleged herein.

7 28. Plaintiffs and the Aggrieved Employees were not exempt from the requirement to  
8 be paid at least the applicable California minimum wage throughout the statutory period for each  
9 hour worked.

10 29. As noted herein, Plaintiffs and the Aggrieved Employees were not provided  
11 proper minimum and regular wages due to the allegations herein. As a result of these policies  
12 and practices, Plaintiffs and the Aggrieved Employees were required to perform off-the-clock  
13 work that Defendants either knew or should have known they were performing.

14 30. Consequently, Defendants violated California Labor Code laws and minimum  
15 wage laws, *inter alia*, Labor Code §§ 200, 1197, IWC Wage Order § 4, and Cal. Code Regs., tit.  
16 8, section 11090, subds. 1 and 4(B).

17 31. Plaintiffs are informed and believe and thereon allege that Defendants  
18 intentionally, willfully, and improperly failed to pay wages to Plaintiffs and the Aggrieved  
19 Employees for each hour worked in violation of Labor Code §§ 1194 and 1197.

20 32. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the  
21 Aggrieved Employees were entitled to be paid wages throughout the statutory period for each  
22 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay  
23 them in accordance thereto.

24 33. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
25 behalf of the State of California, seek the assessment of all applicable and available PAGA  
26 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or  
27 any other damages permitted under PAGA.

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1 **SECOND CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES**

3 (Labor Code § 510; IWC Wage Order § 3(A))

4 *Plaintiffs and the Aggrieved Employees Against All Defendants*

5 34. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
6 alleged herein.

7 35. Plaintiffs and the Aggrieved Employees were employees of Defendants who did  
8 not receive proper protections and benefits of the laws governing payment of overtime wages.

9 36. Labor Code § 204 requires that the employer timely pay all overtime wages to its  
10 employees. Labor Code § 510(a) and the applicable IWC Wage Order § 3(A) provide that any  
11 work performed in excess of eight (8) hours in one workday or in excess of forty (40) hours in  
12 any one workweek shall be compensated at the rate of no less than one and one-half times the  
13 regular rate of pay for an employee. Furthermore, any work performed in excess of twelve (12)  
14 in one workday shall be compensated at twice the regular rate of pay for an employee.

15 37. At all relevant times, Plaintiffs and the Aggrieved Employees were required by  
16 Defendants to work hours in excess of 8 and/or 12 per day and/or 40 per week. However, as a  
17 result of the policies and practices described in this Complaint, Defendants failed to pay  
18 Plaintiffs and the Aggrieved Employees proper overtime wages for all overtime hours worked.

19 38. Defendants violate Labor Code § 510 and the applicable IWC Wage Order § 3(A)  
20 every pay period with respect to Plaintiffs and the Aggrieved Employees because Defendants  
21 required its employees to work hours in excess of 8 and/or 12 per day and/or 40 per week  
22 without proper overtime compensation.

23 39. Plaintiffs are informed and believe and thereon allege that Defendants  
24 intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiffs and the  
25 Aggrieved Employees in violation of Labor Code §§ 510, 1194 and 1197.

26 40. Defendants' conduct was willful, as Defendants knew that Plaintiffs and the  
27 Aggrieved Employees were entitled to be paid proper overtime wages throughout the statutory  
28 period, yet Defendants chose not to pay them in accordance thereto.

41. As a result of the unlawful employment practices alleged herein, Plaintiffs, on behalf of the State of California, seek the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

### THIRD CAUSE OF ACTION

## PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7 and 512; IWC Wage Order § 11, 12)

*Plaintiffs and the Aggrieved Employees Against All Defendants*

42. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

43. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of laws governing mandatory meal periods.

44. Labor Code § 226.7 requires employers, including Defendants, to provide employees with meal periods as mandated by the Industrial Welfare Commission.

45. Labor Code § 512(a), in part, provides that employers, including Defendants, may not employ an employee for a work period of more than five hours per day without providing an employee the opportunity to take an uninterrupted meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Employers may not employ an employee for a work period more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.

46. Pursuant to Labor Code § 226.7(b) and the applicable IWC Wage Order § 11(B), Defendants shall pay an employee one additional hour of pay at the employee's regular rate of pay for each meal period that is missed.

47. At all relevant times, and as a result of the policies and practices described in this Complaint, Plaintiffs and the Aggrieved Employees were denied the 30-minute meal periods to which they were entitled.

1           48. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage  
2 Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with  
3 all mandatory meal periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees  
4 one additional hour of compensation at the regular rate of pay in lieu thereof.

5           49. On information and belief, Plaintiffs and the Aggrieved Employees did not  
6 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers  
7 obtained from Plaintiffs and the Aggrieved Employees were not willfully obtained, were not  
8 voluntarily agreed to, were a condition of employment, or were a part of a contract of an  
9 unlawful adhesion. Defendants did not permit or authorize Plaintiffs and the Aggrieved  
10 Employees to take meal periods in accordance with California law.

11           50. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
12 behalf of the State of California, seek the assessment of all applicable and available PAGA  
13 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or  
14 any other damages permitted under PAGA.

15                           **FOURTH CAUSE OF ACTION**

16                   **PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS**

17                           (Labor Code §§ 226.7 and 512; IWC Wage Order § 12)

18                           *Plaintiffs and the Aggrieved Employees Against All Defendants*

19           51. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
20 alleged herein.

21           52. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants  
22 who did not receive proper protections and benefits of the laws governing mandatory rest breaks.

23           53. Labor Code § 226.7 requires employers, including Defendants, to provide rest  
24 breaks to its employees as mandated by Order of the Industrial Welfare Commission.

25           54. The IWC Wage Order § 12 states, in part, that every employer shall authorize and  
26 permit all employees to take rest periods, which insofar as practicable shall be in the middle of  
27 each work period. Employees shall receive a 10-minute rest period every four hours or major  
28 fraction thereof that they are required to work. Authorized rest period time shall be counted, as

hours worked, for which there shall be no deduction from wages.

55. Pursuant to Labor Code § 226.7(b) and Section 12(B) of the applicable Wage Order, Defendants shall pay Plaintiffs and the Aggrieved Employees one additional hour of pay at their regular rate of compensation for each day that the rest period is not provided.

56. At all relevant times, and as a result of the policies and practices described in this Complaint, Plaintiffs and the Aggrieved Employees were denied mandated paid rest breaks.

57. Defendants violated Labor Code §§ 226.7, 512, and the applicable IWC Wage Order every pay period because Plaintiffs and the Aggrieved Employees were not provided with all mandatory rest periods and Defendants failed to pay Plaintiffs and the Aggrieved Employees one additional hour of compensation in lieu thereof.

58. As a result of the unlawful employment practices alleged herein, Plaintiffs, on behalf of the State of California, seek the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

#### **FIFTH CAUSE OF ACTION**

#### **PAGA ASSESSMENT FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

(Labor Code § 2802)

*Plaintiffs and the Aggrieved Employees Against All Defendants*

59. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

60. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing reimbursement of business expenses.

61. Labor Code § 2802(a) requires that the employer indemnify its employees for expenses and losses incurred while discharging their duties or in obedience to the directions of their employer.

62. At all relevant times herein mentioned, Defendants violated Labor Code § 2802(a) when they failed to reimburse Plaintiffs and the Aggrieved Employees for expenses incurred as a

1 direct consequence of employment with Defendants and/or under the direction of Defendants.

2 63. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
3 behalf of the State of California, seek the assessment of all applicable and available PAGA  
4 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or  
5 any other damages permitted under PAGA.

6 **SIXTH CAUSE OF ACTION**

7 **PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION**

8 (Labor Code § 227.3)

9 *Plaintiffs and the Aggrieved Employees Against All Defendants*

10 64. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
11 alleged herein.

12 65. Plaintiffs and the Aggrieved Employees were employees of Defendants who did  
13 not receive proper protections and benefits of the laws governing the payment of vested vacation  
14 time and/or paid time off upon separation of employment.

15 66. Pursuant to Labor Code § 227.3, an employer that has implemented a paid  
16 vacation, paid time off, or compensated time off policy must, upon an employee's separation  
17 from employment, pay to the employee all vested but unused vacation and/or paid time off at her  
18 final rate of pay.

19 67. At all relevant times, and as a result of the policies and practices described in this  
20 Complaint, Defendants violated Labor Code § 227.3 when they failed to pay the Aggrieved  
21 Employees for all accrued and unused vacation hours to the Aggrieved Employees upon  
22 separation of employment and, moreover, failed to calculate and pay for said hours at the "final  
23 rate" of pay as required by Labor Code § 227.3.

24 68. At all relevant times herein, Defendants failed to pay the Aggrieved Employees,  
25 including Plaintiffs, all vested but unused vacation time and/or paid time off upon separation  
26 from employment, thereby receiving an economic benefit.

27 69. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
28 behalf of the State of California, seek the assessment of all applicable and available PAGA

remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or any other damages permitted under PAGA.

**SEVENTH CAUSE OF ACTION**

**PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES**

(Labor Code §§ 201 – 203)

*Plaintiffs and the Aggrieved Employees Against All Defendants*

70. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

71. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants who did not receive proper protections and benefits of the laws governing the timing and payment of wages.

72. Labor Code § 201 requires that the employer immediately pay any wages, without abatement or reduction, to any employee who is discharged.

73. Labor Code § 202 requires that the employer pay all wages earned and unpaid, without abatement or reduction, no later than 72 hours of receiving an employee's notice of intent to quit or immediately at the time of quitting if at least a 72-hour notice was provided.

74. Labor Code §§ 201-203 cause the unpaid wages of the employee to continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, but the wages shall not continue for more than thirty (30) days.

75. At all relevant times, Defendants employed a policy and practice whereby Plaintiffs and the Aggrieved Employees were not paid all wages due and owing upon separation of employment within the time required by Labor Code §§ 201 and 202.

76. Also, at all relevant times, Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiffs and the Aggrieved Employees upon separation of employment, including, but not limited to, minimum, regular, and overtime wages, meal and rest period premiums, and vested vacation wages.

77. Additionally, at all relevant times, Defendants failed to pay all mandated sick wages owed to the Aggrieved Employees at the proper rate of pay under Labor Code § 246(l),

1 leading to a failure to pay all wages owed upon separation of employment.

2 78. Plaintiffs allege that, at all times material to this action, Defendants had a planned  
3 pattern and practice of failing to timely pay Plaintiffs and the Aggrieved Employees all wages  
4 due and owing upon separation of employment as required by Labor Code §§ 201 and 202.

5 79. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
6 behalf of the State of California, seek the assessment of all applicable and available PAGA  
7 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or  
8 any other damages permitted under PAGA.

9 **EIGHTH CAUSE OF ACTION**

10 **PAGA ASSESSMENT FOR**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 (Labor Code § 226)

13 *Plaintiffs and the Aggrieved Employees Against All Defendants*

14 80. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully  
15 alleged herein.

16 81. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants  
17 who did not receive proper protections and benefits of the laws governing the provision of  
18 accurate itemized wage statements.

19 82. Labor Code § 226(a) requires an employer to provide its employees with itemized  
20 wage statements accurately stating gross wages earned, all deductions, net wages earned, the  
21 inclusive dates of the pay period, the employee's name and the last four digits of his or her  
22 Social Security number (or employee identification number), the name and address of the legal  
23 entity that is the employer, and all applicable hourly rates in effect during the pay period and the  
24 corresponding number of hours worked at each hourly rate by the employee.

25 83. Defendants violate Labor Code § 226(a) every pay period with respect to  
26 Plaintiffs and the Aggrieved Employees due to violations including: failure to accurately state  
27 total hours worked (for example, the wage statements failed to accurately state total hours  
28 worked and/or reflect the correct compensable hours); failure to accurately state gross wages

1 earned, all deductions, and net wages earned (due to, for example, the failure to pay all required  
2 minimum and overtime wages); failure to state the applicable hourly rates (including the accurate  
3 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately  
4 state the name and address of the legal entity of the employer; and failure to accurately state the  
5 corresponding number of hours worked at each hourly rate.

6 84. Moreover, Defendants' wage statements directly violated Labor Code § 226(a)  
7 each period due to the failure to pay and report premium wages for denied meal periods and rest  
8 breaks under § 226.7.

9 85. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect  
10 to Plaintiffs and the Aggrieved Employees because Defendants failed to provide a wage  
11 statement to the Aggrieved Employees that complied with the requirements of Labor Code §  
12 226(a).

13 86. Unlike class action claims, a PAGA Plaintiff need not meet the "injury" and  
14 "knowing and intentional" violation requirements of Labor Code § 226(e). See *Lopez v. Friant*  
15 *& Associates, LLC* (2017) 15 Cal.App.5th 773, 788 ("a plaintiff seeking civil penalties under  
16 PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and  
17 intentional" requirements of section 226(e)(1)"); see also, *Lawson v. ZB, N.A.* (2017) 18  
18 Cal.App.5th 705, 722 ("the scienter requirement [of § 226(e)] has no application in a PAGA  
19 claim for violation of [§ 226(a)]").

20 87. As a result of the unlawful employment practices alleged herein, Plaintiffs, on  
21 behalf of the State of California, seek the assessment of all applicable and available PAGA  
22 remedies pursuant to Labor Code § 2699, and seek to recover all attorneys' fees, costs, and/or  
23 any other damages permitted under PAGA.

## 24 **VI. PRAYER FOR RELIEF**

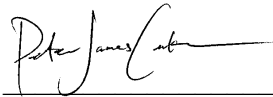
25 WHEREFORE, Plaintiffs, on behalf of the State of California, as the real party in  
26 interest, pray for judgment and relief against Defendants, jointly and severally, as follows:

- 27 1. For the assessment of all remedies and/or penalties available under the PAGA;
- 28 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law; and

1           3.       For such other and further relief as the Court deems just and proper.

2 Dated: March 30, 2026

LAUBY, MANKIN & LAUBY LLP

3  
4 BY: 

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Peter J. Carlson, Esq.  
Attorneys for Plaintiff