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

GEQUON WILLIS, EMMANUEL AVILA
MORENO, and JERRY MORA, on behalf of
the State of California as the Real Party in
Interest;

Plaintiffs,

vs.

SYLVESTER ROOFING COMPANY, INC.,
a California Corporation; and DOES 1
through 20, inclusive;

Defendants.

Case No.: **CVRI 2602050**

**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 Gequon Willis, Emmanuel Avila Moreno, and Jerry Mora (“Plaintiffs”) bring
2 this Private Attorneys General Act (“PAGA”) Representative Action Complaint (“Complaint”),
3 on behalf of the State of California as the real party in interest,¹ against Defendants as follows.

4 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

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

15 2. Plaintiffs were employed by Defendants during the applicable periods herein and
16 allege on information and belief that the Aggrieved Employees were subjected to the same
17 policies, working conditions, and corresponding wage and hour violations to which Plaintiffs
18 were subjected during employment.

19 3. Plaintiffs and the Aggrieved Employees were not provided all minimum, regular,
20 and overtime wages due to Defendants’ failure to accurately record and compensate for all hours
21 worked, which led to frequent and reoccurring unpaid compensable time. For example,
22 Defendants frequently required Plaintiffs and the Aggrieved Employees to perform pre- and
23 post-shift work without compensation. To illustrate, the Aggrieved Employees were often
24 required to perform tasks before arriving at the first job site (or after leaving the job site), yet
25 Defendants only paid for time spent at the job site. These practices violate California law.

26
27 ¹ 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 *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow
2 employers to require employees to routinely work for minutes off the clock without
3 compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when
4 employee is under company’s control and where the tasks served the employer’s interests).

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

17 5. Plaintiffs and the Aggrieved Employees were also denied another required form
18 of compensation: reporting time pay. Under California law, if an employee reports to work for a
19 scheduled shift but is sent home before working at least half of the shift, the employee is entitled
20 to be paid at least one-half of the total hours for the scheduled shift, “but in no event for less than
21 two (2) hours.” IWC Wage Order § 5. Here, Plaintiffs and the Aggrieved Employees were
22 frequently required to travel to remote job sites or the company yard to start their shift, only to be
23 told to go home for the day because they were not needed to perform tasks that day. California
24 law required Defendants to pay “reporting time pay” on each such occasion, yet Defendants
25 failed to do so, which constitutes a failure to pay all wages owed. *Murphy v. Kenneth Cole*
26 *Productions, Inc.* (2007) 40 Cal.4th 1094 (reporting time pay constitutes wages).

27 6. Plaintiffs and the Aggrieved Employees were also denied 30-minute off-duty
28 meal periods, as mandated by California law. As a result of Defendants’ policies and practices,

1 the Aggrieved Employees were subjected to meal period violations when they were: (1) unable
2 to take a meal period due to workload, (2) forced to take an on-duty meal period while under the
3 control of Defendants [and they were forced to record a meal period despite one not occurring,
4 leading to unpaid wages described herein], (3) forced to take a shortened meal period, (4) forced
5 to take a meal period after the 5th hour of work, and (5) not provided mandated second meal
6 periods for shifts in excess of 10 hours. Defendants also failed to record or keep accurate
7 information regarding when Plaintiffs and the Aggrieved Employees took their meal periods, in
8 violation of the applicable IWC Wage Order § 7(A)(3).

9 7. Defendants also failed to provide Plaintiffs and the Aggrieved Employees with 10
10 minutes of net rest break time for every 4 hours worked, or major fraction thereof, as mandated
11 by California law. Defendants did not schedule rest breaks for Plaintiffs and the Aggrieved
12 Employees and the Aggrieved Employees were often not authorized and/or permitted to take
13 mandated rest breaks due to being overwhelmed by their hectic workload. Furthermore, on
14 occasions when Plaintiffs and the Aggrieved Employees worked longer shifts, Defendants failed
15 to authorize and/or permit additional mandated rest breaks.

16 8. Moreover, at all relevant times, Defendants required Plaintiffs and the Aggrieved
17 Employees to incur necessary business-related expenses and costs without reimbursement,
18 including, but not limited to, being required to use personal cell phones for Defendants’
19 purposes, and also when required to incur substantial costs to purchase, maintain, and provide
20 tools and equipment to perform their tasks for Defendants, such as power tools, drills,
21 consumables such as drill bits and saw blades, among other tools and equipment.

22 9. Also, at all relevant times, Defendants utilized a policy and practice through
23 which Plaintiffs and the Aggrieved Employees accrued vacation and/or paid time off hours
24 (collectively, “vacation hours”). Labor Code § 227.3 requires Defendants to pay all accrued and
25 unused vacation hours upon separation of employment at the final rate of pay. However,
26 Defendants failed to pay all accrued and unused vacation hours to the Aggrieved Employees
27 upon separation of employment. And, for vacation hours Defendants *did* pay, Defendants failed
28 to calculate and pay for said hours at the “final rate” of pay as required by Labor Code § 227.3.

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

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

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

13 13. At all material times, Defendants and DOES 1 through 20 were and/or are the
14 Aggrieved Employees’ employers or persons acting on behalf of the Aggrieved Employees’
15 employer, within the meaning of California Labor Code § 558, who violated or caused to be
16 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating
17 hours and days of work in an IWC Wage Order and, as such, are subject to penalties for each
18 underpaid employee as set forth in Labor Code § 558 and under California law.

19 14. Plaintiffs bring this lawsuit on behalf of the State of California, as the real party in
20 interest, to recover all applicable and available PAGA remedies for violations of the California
21 Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys’
22 fees, costs, and/or other damages as permitted by PAGA. Plaintiffs reserve the right to name
23 additional representatives throughout the State of California.

24 **II. JURISDICTION**

25 15. This Court has jurisdiction over the claims for relief of Plaintiffs and the
26 Aggrieved Employees pursuant to the Labor Code and the IWC Wage Orders.

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1 **III. VENUE**

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

9 **IV. PARTIES**

10 **Plaintiff**

11 17. Plaintiffs and PAGA Representatives were employed by Defendants and
12 performed work for Defendants during the relevant periods herein.

13 **Defendants**

14 18. Plaintiffs allege that Defendant Sylvester Roofing Company, Inc., is a California
15 corporation authorized to and doing business in Riverside County and is or was the legal
16 employer of Plaintiffs and the Aggrieved Employees during the applicable periods.

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

24 20. Plaintiffs are informed and believe and thereon allege that they and the Aggrieved
25 Employees worked under the joint direction and control of Defendants and that Defendants, and
26 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
27 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
28 each Defendant are legally attributable to the other Defendants. On information and belief, a

1 unity of interest and ownership between each Defendant exists such that all Defendants acted as
2 a single employer of Plaintiffs and other Aggrieved Employees.

3 21. Furthermore, Plaintiffs are informed and believe and thereon allege that
4 Defendants, and each of them, are an integrated enterprise and should be treated as a single
5 employer because these entities share an interrelation of operations, with common human
6 resources and personnel policies and shared common offices and facilities. Additionally,
7 Plaintiffs allege that Defendants also have a shared website, common management, a centralized
8 control of labor operations, and common ownership or financial control.

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

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

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

27 24. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
28 alleged herein.

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

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

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

17 **FIRST CAUSE OF ACTION**

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

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

20 *Plaintiffs and the Aggrieved Employees Against All Defendants*

21 28. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
22 alleged herein.

23 29. Plaintiffs and the Aggrieved Employees were not exempt from the requirement to
24 be paid at least the applicable California minimum wage throughout the statutory period for each
25 hour worked.

26 30. As noted herein, Plaintiffs and the Aggrieved Employees were not provided
27 proper minimum and regular wages due to the allegations herein. As a result of these policies
28 and practices, Plaintiffs and the Aggrieved Employees were required to perform off-the-clock

1 work that Defendants either knew or should have known they were performing.

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

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

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

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

16 **SECOND CAUSE OF ACTION**

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

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

19 *Plaintiffs and the Aggrieved Employees Against All Defendants*

20 35. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
21 alleged herein.

22 36. Plaintiffs and the Aggrieved Employees were employees of Defendants who did
23 not receive proper protections and benefits of the laws governing payment of overtime wages.

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

1 in one workday shall be compensated at twice the regular rate of pay for an employee.

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

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

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

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

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

20 **THIRD CAUSE OF ACTION**

21 **PAGA ASSESSMENT FOR FAILURE TO PROVIDE MEAL PERIODS**

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

23 *Plaintiffs and the Aggrieved Employees Against All Defendants*

24 43. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
25 alleged herein.

26 44. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
27 who did not receive proper protections and benefits of laws governing mandatory meal periods.
28

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

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

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

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

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

20 50. On information and belief, Plaintiffs and the Aggrieved Employees did not
21 voluntarily or willfully waive the mandated meal periods. Any expressed or implied waivers
22 obtained from Plaintiffs and the Aggrieved Employees were not willfully obtained, were not
23 voluntarily agreed to, were a condition of employment, or were a part of a contract of an
24 unlawful adhesion. Defendants did not permit or authorize Plaintiffs and the Aggrieved
25 Employees to take meal periods in accordance with California law.

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

any other damages permitted under PAGA.

FOURTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PROVIDE REST BREAKS

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

Plaintiffs and the Aggrieved Employees Against All Defendants

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

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

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

55. The IWC Wage Order § 12 states, in part, that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. Employees shall receive a 10-minute rest period every four hours or major 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.

56. 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.

57. 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.

58. 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.

59. 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

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

61. 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.

62. 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.

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

64. 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.

SIXTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY VESTED VACATION

(Labor Code § 227.3)

Plaintiffs and the Aggrieved Employees Against All Defendants

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

66. Plaintiffs and the Aggrieved Employees were employees of Defendants who did not receive proper protections and benefits of the laws governing the payment of vested vacation

1 time and/or paid time off upon separation of employment.

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

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

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

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

18 **SEVENTH CAUSE OF ACTION**

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

20 (Labor Code §§ 201 – 203)

21 *Plaintiffs and the Aggrieved Employees Against All Defendants*

22 71. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
23 alleged herein.

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

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

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

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

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

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

14 78. Additionally, at all relevant times, Defendants failed to pay all mandated sick
15 wages owed to the Aggrieved Employees at the proper rate of pay under Labor Code § 246(l),
16 leading to a failure to pay all wages owed upon separation of employment.

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

20 80. 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.

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1 **EIGHTH CAUSE OF ACTION**

2 **PAGA ASSESSMENT FOR**

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

4 (Labor Code § 226)

5 *Plaintiffs and the Aggrieved Employees Against All Defendants*

6 81. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully
7 alleged herein.

8 82. Plaintiffs and the Aggrieved Employees are and/or were employees of Defendants
9 who did not receive proper protections and benefits of the laws governing the provision of
10 accurate itemized wage statements.

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

17 84. Defendants violate Labor Code § 226(a) every pay period with respect to
18 Plaintiffs and the Aggrieved Employees due to violations including: failure to accurately state
19 total hours worked (for example, the wage statements failed to accurately state total hours
20 worked and/or reflect the correct compensable hours); failure to accurately state gross wages
21 earned, all deductions, and net wages earned (due to, for example, the failure to pay all required
22 minimum and overtime wages); failure to state the applicable hourly rates (including the accurate
23 overtime rate of pay); failure to state the inclusive dates of the pay period; failure to accurately
24 state the name and address of the legal entity of the employer; and failure to accurately state the
25 corresponding number of hours worked at each hourly rate.

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

1 86. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
2 to Plaintiffs and the Aggrieved Employees because Defendants failed to provide a wage
3 statement to the Aggrieved Employees that complied with the requirements of Labor Code §
4 226(a).

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

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

16 **VI. PRAYER FOR RELIEF**

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

- 19 1. For the assessment of all remedies and/or penalties available under the PAGA;
20 2. For reasonable attorneys’ fees and costs of suit to the extent permitted by law; and
21 3. For such other and further relief as the Court deems just and proper.

22 Dated: April 2, 2026

LAUBY, MANKIN & LAUBY LLP

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24 BY:



25 Brian J. Mankin, Esq.
26 Peter J. Carlson, Esq.
27 Attorneys for Plaintiffs
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