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

NICHOLAS FLORES, on behalf of the State
of California as the Real Party in Interest;

Plaintiff,

vs.

AIR CONTROL SYSTEMS, INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: **CVRI 2603976**

**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 Timely Pay Final Wages; and
- (7) Failure to Provide Accurate Itemized
Wage Statements

Plaintiff Nicholas Flores (“Plaintiff”) brings this Private Attorneys General Act (“PAGA”) Representative Action Complaint (“Complaint”), on behalf of the State of California as the real party in interest,¹ against Defendants as follows.

I. INTRODUCTION AND GENERAL ALLEGATIONS

1. Plaintiff brings this action against his former employer(s), Defendants Air Control Systems, Inc., and DOES 1 through 20, inclusive, (collectively, “Defendants”) on behalf of the State of California, seeking civil penalties under PAGA for Labor Code violations committed against all current and former nonexempt employees employed by Defendants in California within the last one year and 65 days prior to the filing of this action (hereinafter, the “Aggrieved Employees”). Such violations include, but are not limited to, Defendants’ failure to pay all wages owed, including minimum, regular, and overtime wages, failure to provide meal periods, failure to provide rest breaks, failure to reimburse business expenses, failure to timely pay wages upon separation of employment, and failure to provide accurate itemized wage statements.

2. Plaintiff was employed by Defendants through August 2025 and alleges on information and belief that the Aggrieved Employees were subjected to the same policies, working conditions, and corresponding wage and hour violations to which Plaintiff was subjected during employment.

3. Plaintiff and the Aggrieved Employees were not provided all minimum, regular, and overtime wages due to Defendants’ failure to accurately record and compensate for all hours worked, which led to frequent and reoccurring unpaid compensable time. For example, Defendants frequently required Plaintiff and the Aggrieved Employees to perform pre- and post-shift work without compensation. These practices violate California law. *Troester v. Starbucks Corporation* (2018) 5 Cal.5th 829 (California law “do[es] not allow employers to require employees to routinely work for minutes off the clock without compensation”); *Frlekin v. Apple Inc.* (2020) 8 Cal.5th 1038 (tasks are compensable when employee is under company’s control

¹ Because a PAGA action is aimed at deterring and punishing violations of the Labor Code, the 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 and where the tasks served the employer's interests).

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

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

24 6. Plaintiff and the Aggrieved Employees were also denied 30-minute off-duty meal
25 periods, as mandated by California law. As a result of Defendants' policies and practices, the
26 Aggrieved Employees were subjected to meal period violations when they were: (1) unable to
27 take a meal period due to workload, (2) forced to take an on-duty meal period while under the
28 control of Defendants [and they were forced to record a meal period despite one not occurring,

1 leading to unpaid wages described herein], (3) forced to take a shortened meal period, (4) forced
2 to take a meal period after the 5th hour of work, and (5) not provided mandated second meal
3 periods for shifts in excess of 10 hours. Defendants also failed to record or keep accurate
4 information regarding when Plaintiff and the Aggrieved Employees took their meal periods, in
5 violation of the applicable IWC Wage Order § 7(A)(3).

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

13 8. Moreover, at all relevant times, Defendants required Plaintiff and the Aggrieved
14 Employees to incur necessary business-related expenses and costs without reimbursement,
15 including, but not limited to, being required to use personal cell phones for Defendants'
16 purposes, and also when required to incur substantial costs to purchase, maintain, and provide
17 tools and equipment to perform their tasks for Defendants.

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

24 10. Plaintiff further alleges that Defendants failed to provide accurate itemized wage
25 statements that fully complied with the requirements of Labor Code § 226(a).

26 11. Plaintiff alleges that Defendants' violations of the wage and hour components of
27 the Labor Code and IWC Wage Orders enabled them to decrease expenses and to increase their
28 level of productivity and profits, thereby allowing Defendants to gain an unfair advantage over

1 its competitors.

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

8 13. Plaintiff brings this lawsuit on behalf of the State of California, as the real party in
9 interest, to recover all applicable and available PAGA remedies for violations of the California
10 Labor Code committed against the Aggrieved Employees as alleged herein, as well as attorneys'
11 fees, costs, and/or other damages as permitted by PAGA. Plaintiff reserves the right to name
12 additional representatives throughout the State of California.

13 **II. JURISDICTION**

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

16 **III. VENUE**

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

24 **IV. PARTIES**

25 **Plaintiff**

26 16. Plaintiff and PAGA Representative Nicholas Flores was employed by Defendants
27 and performed work for Defendants during the relevant periods herein.

28 ///

1 **Defendants**

2 17. Plaintiff alleges that Defendant Air Control Systems, Inc., is a California
3 corporation authorized to and doing business in Riverside County and is or was the legal
4 employer of Plaintiff and the Aggrieved Employees during the applicable periods.

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

12 19. Plaintiff is informed and believes and thereon alleges that he and the Aggrieved
13 Employees worked under the joint direction and control of Defendants and that Defendants, and
14 each of them, acted in all respects pertinent to this action as the agent of the other Defendants,
15 carried out a joint scheme, business plan or policy in all respect pertinent hereto, and the acts of
16 each Defendant are legally attributable to the other Defendants. On information and belief, a
17 unity of interest and ownership between each Defendant exists such that all Defendants acted as
18 a single employer of Plaintiff and other Aggrieved Employees.

19 20. Furthermore, Plaintiff is informed and believes and thereon alleges that
20 Defendants, and each of them, are an integrated enterprise and should be treated as a single
21 employer because these entities share an interrelation of operations, with common human
22 resources and personnel policies and shared common offices and facilities. Additionally,
23 Plaintiff alleges that Defendants also have a shared website, common management, a centralized
24 control of labor operations, and common ownership or financial control.

25 21. Plaintiff is informed and believes and thereon alleges that, in conducting
26 themselves in the manner described herein, Defendants, and each of them, were acting in active
27 concert with one another such that the acts of each were and are fully attributable to the others in
28 all material respects. Plaintiff is further informed and believes that at all relevant times

1 Defendants and each of them are now, and at all material times herein mentioned were, the
2 agents, servants, employees, partners, affiliates, and/or representatives of each of their remaining
3 co-Defendants, and were, at all times herein mentioned, acting within the course, scope, and
4 purpose of such relationship(s) and with the knowledge, consent and/or ratification of each of
5 their remaining co-Defendants.

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

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

15 23. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
16 alleged herein.

17 24. Plaintiff is an “aggrieved employee” under the PAGA as he was employed by
18 Defendants during the applicable statutory period and suffered one or more of the Labor Code
19 violations alleged herein. As such, Plaintiff may recover the remedies described herein in a civil
20 action filed on behalf of the State of California and for violations committed against the
21 Aggrieved Employees.

22 25. Plaintiff seeks to recover all applicable and available PAGA remedies pursuant to
23 Labor Code § 2699, as well as attorneys’ fees, costs, and/or other damages as permitted by
24 PAGA through a representative action pursuant to the PAGA and the California Supreme Court
25 in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor
26 does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

27 26. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing
28 to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to

1 Defendants of the specific provisions of the Labor Code alleged to have been violated, including
2 the facts and theories to support the alleged violations. Sixty-five (65) days have elapsed since
3 Plaintiff provided notice of the claims alleged herein without the LWDA assuming jurisdiction,
4 so Plaintiff has fully satisfied the administrative prerequisites for bringing suit under the PAGA.

5 **FIRST CAUSE OF ACTION**

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

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

8 *Plaintiff and the Aggrieved Employees Against All Defendants*

9 27. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
10 alleged herein.

11 28. Plaintiff and the Aggrieved Employees were not exempt from the requirement to
12 be paid at least the applicable California minimum wage throughout the statutory period for each
13 hour worked.

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

18 30. Consequently, Defendants violated California Labor Code laws and minimum
19 wage laws, *inter alia*, Labor Code §§ 200, 1197, IWC Wage Order § 4, and Cal. Code Regs., tit.
20 8, section 11090, subds. 1 and 4(B).

21 31. Plaintiff is informed and believes and thereon alleges that Defendants
22 intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved
23 Employees for each hour worked in violation of Labor Code §§ 1194 and 1197.

24 32. Defendants' conduct was willful, as Defendants knew that Plaintiff and the
25 Aggrieved Employees were entitled to be paid wages throughout the statutory period for each
26 hour worked, including proper minimum and regular wages, yet Defendants chose not to pay
27 them in accordance thereto.
28

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

SECOND CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO PAY OVERTIME WAGES

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

Plaintiff and the Aggrieved Employees Against All Defendants

34. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

39. Plaintiff is informed and believes and thereon alleges that Defendants intentionally, willfully, and improperly failed to pay proper overtime wages to Plaintiff and the

Aggrieved Employees in violation of Labor Code §§ 510, 1194 and 1197.

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

41. As a result of the unlawful employment practices alleged herein, Plaintiff, on behalf of the State of California, seeks the assessment of all applicable and available PAGA remedies pursuant to Labor Code § 2699, and seeks 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)

Plaintiff and the Aggrieved Employees Against All Defendants

42. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

43. Plaintiff 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.

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

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

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

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

18 **FOURTH CAUSE OF ACTION**

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

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

21 *Plaintiff and the Aggrieved Employees Against All Defendants*

22 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
23 alleged herein.

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

26 53. Labor Code § 226.7 requires employers, including Defendants, to provide rest
27 breaks to its employees as mandated by Order of the Industrial Welfare Commission.
28

1 54. The IWC Wage Order § 12 states, in part, that every employer shall authorize and
2 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
3 each work period. Employees shall receive a 10-minute rest period every four hours or major
4 fraction thereof that they are required to work. Authorized rest period time shall be counted, as
5 hours worked, for which there shall be no deduction from wages.

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

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

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

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

19 **FIFTH CAUSE OF ACTION**

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

21 (Labor Code § 2802)

22 *Plaintiff and the Aggrieved Employees Against All Defendants*

23 59. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 60. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
26 who did not receive proper protections and benefits of the laws governing reimbursement of
27 business expenses.
28

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 Plaintiff and the Aggrieved Employees for expenses incurred as a direct consequence of employment with Defendants and/or under the direction of Defendants.

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

SIXTH CAUSE OF ACTION

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201 – 203)

Plaintiff and the Aggrieved Employees Against All Defendants

64. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

65. Plaintiff 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.

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

67. 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.

68. 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.

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

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

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

11 72. Plaintiff alleges that, at all times material to this action, Defendants had a planned
12 pattern and practice of failing to timely pay Plaintiff and the Aggrieved Employees all wages due
13 and owing upon separation of employment as required by Labor Code §§ 201 and 202.

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

18 **SEVENTH CAUSE OF ACTION**

19 **PAGA ASSESSMENT FOR**

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

21 (Labor Code § 226)

22 *Plaintiff and the Aggrieved Employees Against All Defendants*

23 74. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully
24 alleged herein.

25 75. Plaintiff and the Aggrieved Employees are and/or were employees of Defendants
26 who did not receive proper protections and benefits of the laws governing the provision of
27 accurate itemized wage statements.

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

7 77. Defendants violate Labor Code § 226(a) every pay period with respect to Plaintiff
8 and the Aggrieved Employees due to violations including: failure to accurately state total hours
9 worked (for example, the wage statements failed to accurately state total hours worked and/or
10 reflect the correct compensable hours); failure to accurately state gross wages earned, all
11 deductions, and net wages earned (due to, for example, the failure to pay all required minimum
12 and overtime wages); failure to state the applicable hourly rates (including the accurate overtime
13 rate of pay); failure to state the inclusive dates of the pay period; failure to accurately state the
14 name and address of the legal entity of the employer; and failure to accurately state the
15 corresponding number of hours worked at each hourly rate.

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

19 79. Therefore, Defendants violate Labor Code § 226(a) every pay period with respect
20 to Plaintiff and the Aggrieved Employees because Defendants failed to provide a wage statement
21 to the Aggrieved Employees that complied with the requirements of Labor Code § 226(a).

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

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

5 **VI. PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of the State of California, as the real party in interest,
7 prays for judgment and relief against Defendants, jointly and severally, as follows:

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

11 Dated: June 15, 2026

LAUBY, MANKIN & LAUBY LLP

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13 BY: 
14 Brian J. Mankin, Esq.
15 Peter J. Carlson, Esq.
16 Attorneys for Plaintiff
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