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San Luis Obispo Superior Court
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN LUIS OBISPO

GREGORY TYSON VANCIL, on behalf of the State of California as the Real Party in Interest;

Plaintiff,

vs.

PIPEDREAMS VENTURES, INC., a Delaware Corporation; and DOES 1 through 20, inclusive;

Defendants.

Case No.: 24CVP-0226

REPRESENTATIVE 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 Wages (§ 204);
(7) Failure to Timely Pay Final Wages; and
(8) Failure to Provide Accurate Itemized Wage Statements

Plaintiff Gregory Tyson Vancil ("Plaintiff") brings this Private Attorneys General Act ("PAGA") representative action, 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), PipeDreams Ventures, 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 since May 9, 2023 (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 each period and upon separation of employment, and failure to provide accurate itemized wage statements.

2. Plaintiff has standing to bring these claims because he meets the only two requirements for standing to bring PAGA claims, namely that he: (1) was employed by Defendants during the applicable period, and (2) was subjected to one or more of the violations alleged herein. *See Adolph v. Uber Technologies, Inc*. (2023) 14 Cal.5th 1104, 1120 (these are the only requirements for PAGA standing: "The plaintiff must allege that he or she is (1) someone who was employed by the alleged violator and (2) someone against whom one or more of the alleged violations was committed") (internal quotations omitted).

3. Additionally, Plaintiff brings these claims on behalf of the State of California, as the proxy or agent of the state (*Adolph*, 14 Cal.5th at 1116), and further only pursues the "representative PAGA claims" while explicitly <u>not</u> bringing any "individual" claims, as is permitted under the holding of *Balderas v. Fresh Start Harvesting, Inc.* (2024) 101 Cal.App.5th 533, 536 ("an employee who does not bring an individual claim against her employer may

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[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").

nevertheless bring a PAGA action for herself and other employees of the company"); *see also Johnson v. Maxim Healthcare Services, Inc.* (2021) 66 Cal.App.5th 924 (employee need not bring an individual claim against her employer to have standing to pursue a PAGA claim; it is sufficient to allege the employee suffered a Labor Code violation).

4. Plaintiff 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.

5. 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. As one specific example, Plaintiff and the Aggrieved Employees were often required to report to work but were only permitted to clock in (and begin receiving compensation) once dispatch assigned them their jobs / clients for the day. And, at the end of each job, Plaintiff and the Aggrieved Employees were often instructed to clock out and then only clock back in when they arrived at the next job. Additionally, Plaintiff and the Aggrieved Employees were frequently required to participate in afterhours (and off-the-clock) phone calls, emails, and/or text messages with Defendants, without compensation. These examples, among other violations, led to frequent and reoccurring unpaid compensable time. *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 and where the tasks served the employer's interests).

6. Additionally, Plaintiff and the Aggrieved Employees often worked more than 8 hours per day and/or 40 hours per week yet did not receive all required overtime compensation on such occasions. Furthermore, Plaintiff and the Aggrieved Employees were paid on an hourly basis but were entitled to and did receive additional nondiscretionary compensation in the form of commissions and/or bonuses. But, during workweeks where the Aggrieved Employees worked overtime hours and earned additional nondiscretionary compensation, Defendants failed to include the additional compensation in the calculations for overtime, as required by law.

7. Plaintiff and the Aggrieved Employees were also denied 30-minute off-duty meal periods, as mandated by California law. As a result of Defendants' policies and practices, the Aggrieved Employees were subjected to meal period violations when they were: (1) unable to take a meal period due to workload, (2) forced to take an on-duty meal period while under the control of Defendants, (3) forced to take a shortened meal period, (4) forced to take a meal period after the 5th hour of work, and (5) not provided mandated second meal periods for shifts in excess of 10 hours. And, for the instances when Defendants paid meal premiums for such violations, Defendants failed to pay them at the "regular rate" as required by Labor Code § 226.7. Moreover, Defendants failed to record or keep accurate information regarding when Plaintiff and the Aggrieved Employees took mandated meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

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

9. Moreover, at all relevant times, Defendants required Plaintiff and the Aggrieved Employees to incur necessary business-related expenses and costs without reimbursement, including, but not limited to, cellular phone expenses and the cost to acquire and maintain expensive tools to perform their tasks for Defendants, such as cordless power drills, along with various other tools.

10. Plaintiff further alleges that he and the Aggrieved Employees were not paid all wages due and owing each pay period (Labor Code § 204) and upon separation of employment within the time required by Labor Code §§ 201 – 203. Plaintiff further alleges that Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiff and the Aggrieved

Employees at the time their employment ended with Defendants, including, but not limited to minimum, regular, and overtime wages, wage premiums, vacation and sick wages, among others.

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

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

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

II. <u>JURISDICTION</u>

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

III. <u>VENUE</u>

15. Venue as to each Defendant is proper in this Court pursuant to Code of Civil Procedure § 395(a). Defendants transact business in San Luis Obispo County, the unlawful acts alleged herein have a direct effect on Plaintiff and the Aggrieved Employees in San Luis Obispo County, and Defendants employs/employed Aggrieved Employees in San Luis Obispo County. Notably, Plaintiff performed work for Defendants in San Luis Obispo, California, which is in San Luis Obispo County.

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IV. PARTIES

Plaintiff

16. Plaintiff and PAGA Representative Gregory Tyson Vancil was employed by Defendants and performed work for Defendants in San Luis Obispo County.

Defendants

17. Plaintiff is informed and believes and alleges that Defendant PipeDreams Ventures, Inc., is a Delaware corporation authorized to and doing business in San Luis Obispo County and is or was the legal employer of Plaintiff and the Aggrieved Employees during the applicable periods.

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

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

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

operations, and common ownership or financial control.

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

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

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

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

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

25. Plaintiff seeks to recover all applicable and available PAGA remedies (on a representative, not individual basis) pursuant to Labor Code § 2699, as well as attorneys' fees,

costs, and/or other damages as permitted by PAGA through a representative action pursuant to the PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore, Plaintiff is not required to, nor does he, seek class certification of the PAGA claims under Code of Civil Procedure § 382.

26. Pursuant to Labor Code § 2699.3(a), Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Now that sixty-five (65) days have elapsed since Plaintiff provided notice of the claims alleged herein without the LWDA assuming jurisdiction over the claims alleged, Plaintiff has fully satisfied his administrative prerequisites for bringing suit under the PAGA.

<u>FIRST CAUSE OF ACTION</u>

FAILURE TO PAY MINIMUM WAGES

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

Against All Defendants

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

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

29. As noted herein, Plaintiff and the Aggrieved Employees were not provided proper minimum and regular wages due to Defendants' failure to accurately record and compensate for all hours worked. As a result of this policy and practice, Plaintiff and the Aggrieved Employees were required to perform off-the-clock work that Defendants either knew or should have known they were performing.

30. Consequently, Defendants violated California Labor Code laws and minimum wage laws, *inter alia*, Labor Code §§ 200, 221, 222, 223, 1197, IWC Wage Order 9, § 4, and Cal. Code Regs., tit. 8, section 11090, subds. 1 and 4(B).

31. Plaintiff is informed and believes and thereon alleges that Defendants intentionally, willfully, and improperly failed to pay wages to Plaintiff and the Aggrieved Employees for each hour worked in violation of Labor Code §§ 221-223, 1194 and 1197.

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

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

FAILURE TO PAY OVERTIME WAGES

(Labor Code §§ 204 and 510; IWC Wage Order § 3(A))

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 for all overtime hours worked.

38. Defendants violate Labor Code §§ 204 and 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 §§ 204, 221-223, 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

FAILURE TO PROVIDE MEAL PERIODS

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

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.

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

48. Moreover, Defendants failed to record or keep accurate information regarding when Plaintiff and the Aggrieved Employees took mandated meal periods, in violation of the applicable IWC Wage Order § 7(A)(3).

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

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

51. 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.

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FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

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

Against All Defendants

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

53. Plaintiff 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 Plaintiff 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, Plaintiff 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 Plaintiff and the Aggrieved Employees were not provided with all mandatory rest periods and Defendants failed to pay Plaintiff and the Aggrieved Employees one additional hour of compensation in lieu thereof.

59. 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.

<u>FIFTH CAUSE OF ACTION</u>

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

Against All Defendants

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

61. Plaintiff 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 Plaintiff 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, 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.

<u>SIXTH CAUSE OF ACTION</u>

PAGA ASSESSMENT FOR FAILURE TO TIMELY PAY WAGES EACH PERIOD

(Labor Code § 204)

Against All Defendants

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

66. Plaintiff and the Aggrieved Employees are and/or were "non-exempt" employees of Defendants who did not receive proper protections and benefits of the laws regarding the timing of payment of wages each period.

67. Labor Code § 204(a) states that all wages earned by a person are due and payable twice during each calendar month, and further states that wages earned during the first through fifteenth days of the month must be paid no later than the twenty-sixth day of the month, and that wages earned between the sixteenth and last day of the month must be paid by the tenth day of the following month.

68. Furthermore, Labor Code § 204(d) states "[t]he requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period."

69. At all relevant times herein, Defendants did not provide Plaintiff and the Aggrieved Employees with all wages due and owing each pay period, including, but not limited to, minimum, regular, and overtime wages, as well as meal and rest period premiums, within the time specified by Labor Code § 204.

70. 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.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY FINAL WAGES

(Labor Code §§ 201 – 203)

Against All Defendants

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

72. 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.

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

74. 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.

75. 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.

76. At all relevant times, Defendants employed a policy and practice whereby Plaintiff 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.

77. Also, at all relevant times, Defendants engaged in the practice of failing to pay all wages due and owing to Plaintiff 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.

78. 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), leading to a failure to pay all wages owed upon separation of employment.

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

80. 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.

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<u>EIGHTH CAUSE OF ACTION</u>

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

Against All Defendants

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

82. 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 provision of accurate itemized wage statements.

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

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

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

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

87. Unlike class action claims, a PAGA plaintiff need not meet the "injury" and "knowing and intentional" violation requirements of Labor Code § 226(e). See *Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 788 ("a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and intentional" requirements of section 226(e)(1)").

88. 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.

VI. PRAYER FOR RELIEF

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

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

Dated: July 15, 2024

LAUBY, MANKIN & LAUBY LLP

BY: Kristina Bui Carlson

Brian J. Mankin, Esq.
Kristina Bui Carlson, Esq.
Attorneys for Plaintiff